



## **LOS CERRITOS WETLANDS AUTHORITY**

### **REQUEST FOR PROPOSALS**

#### **SERVICES FOR LAND MANAGEMENT CONTRACT AND GRANT MANAGEMENT AND COORDINATION AND IMPLEMENTATION OF THE LOS CERRITOS WETLANDS STEWARDSHIP PROGRAM AND RESTORATION PLANS**

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[intoloscerritoswetlands.org](http://intoloscerritoswetlands.org)

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# LOS CERRITOS WETLANDS AUTHORITY

Request for Proposals

Services for Land Management, Contract and Grant Management,  
and Coordination and Implementation of the Los Cerritos Wetlands  
Stewardship Program and Restoration Plans

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## **I. INTRODUCTION AND OVERVIEW:**

The Los Cerritos Wetlands Authority (LCWA) is requesting proposals from qualified firms to provide consultant services for the following:

1. Land Management for the LCWA Properties,
2. Program Coordinator services for the Los Cerritos Wetlands Stewardship Program (hereinafter: Stewardship Program),
3. Contracts and Grants Management, and
4. Project Management and implementing restoration of the Los Cerritos Wetlands in line with developed restoration plans.

The services above are to be provided within the Los Cerritos Wetlands Complex located in the Cities of Seal Beach and Long Beach. The objective of this solicitation is to select a firm that will work in partnership with the LCWA staff for oversight of the Los Cerritos Wetlands. Proposals must be submitted by **August 25, 2020** according to the guidelines set forth in Section VI: Submittals of Proposal.

The LCWA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) whose mission is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands Complex consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation. The LCWA has created the Los Cerritos Wetlands Stewardship Program designed to promote community involvement focused on environmental education, maintenance, restoration and monitoring of the wetlands.

Historically, there have been three separate ownerships included within the Los Cerritos Wetlands Complex (LCW): the Hellman Property, containing approximately 174 acres, the Bryant Property, containing approximately 87 acres, and the Berger/Dean properties containing approximately 175 acres. The LCWA was formed on February 2006 to address the complexities of acquiring and restoring these wetlands and purchased 67 acres from the Bryants, and later in 2010 purchased 100 acres from the Hellmans; in addition, 5 acres were donated from Edison. Currently the LCWA owns 172 acres and leases and manages an additional 5 acres from the State Lands Commission, this property is adjacent to the Hellman Property (Exhibit A: LCW Map).

## **II. PROJECT DESCRIPTION:**

The LCWA owns or leases 177 acres that require regular property management to protect sensitive natural resources, manage property lease agreements, and ensure the safety and security of easement holders and the public. The consultant must ensure that the land management duties are effectively carried out and is expected to coordinate the LCWA's Stewardship Program. The Stewardship Program is funded through contracts and external grants. The LCWA's Stewardship Program will support the land management effort while promoting and providing leadership in hands-on conservation activities and educating members of the community about the importance of wetland habitat conservation.

Additionally, LCWA has been working to restore the LCW, through contracts for active restoration, and through the development of the [Los Cerritos Wetlands Conceptual Restoration Plan](#) and the

[Los Cerritos Wetlands Restoration Plan Program Environmental Impact Report](#). The Consultant is expected to assist the LCWA in managing contracts and grants, as well as seeking funding, to conduct additional restoration planning and implement restoration of the LCW.

### III. **SCOPE OF WORK:**

1. Land Management Services includes routine property patrols, property patrol reports, and identifying and redirecting non-beneficial uses and activities related to the Los Cerritos Wetlands. Activities also include:
  - a. Act as the Land Manager for the 177 acres of LCWA properties which includes: 67-acre LCWA Phase 1 (aka Bryant Lease), 100-acre LCWA Phase 2 (aka Hellman Ranch), 5-acre OTD Parcel, and the 5-acre State Lands Commission Parcel (Exhibit A: LCW Map);
  - b. Perform routine property patrols to identify, redirect and report non-beneficial uses and activities related to the general health of the wetland habitat and safety of volunteers and staff. Non-beneficial uses include but are not limited to trespassing, camping or permanent inhabitation, off-roading, illegal dumping, unapproved animal practices (dog walking, dog training, falconry, horse-back riding, etc.), hunting or fishing, bonfires or barbecues, and unauthorized habitat alteration;
  - c. Communicate with LCWA's Homeless Relocation contractor regarding trespassing, camping or permanent inhabitation on the property from people experiencing homelessness; the Land Management Consultant is not expected to relocate people experiencing homelessness;
  - d. Summarize property patrol findings in reports that are submitted once a month to pertinent LCWA staff, contractors, lessees or partners, and that are compiled and presented to the LCWA Board at quarterly meetings;
  - e. Provide site and safety orientations to volunteers, staff, approved partners, contractors, lessees, or easement holders entering the LCWA properties and escort visitors who have not received site and safety orientations. Hold the LCWA master key and manage access gates and distribution of the master key as approved for land users once verified by LCWA, per direction of the LCWA Project Manager;
  - f. Develop weed abatement work plans as needed for the Stewardship Program;
  - g. Manage agreements and coordinate activities of all contractors, easement holders, or lessees that utilize LCWA properties or are contracted to provide the LCWA with on-site services, with the exclusion of the Homeless Relocation contractor;
  - h. Maintain an updated database of visitors to the properties;
  - i. Manage all LCWA on-site facilities, including acting as the Liaison with Signal Hill Petroleum and other operators if necessary. In addition, coordinate quarterly meetings to provide updates from both the LCWA Staff and Signal Hill Petroleum

on-going projects;

- j. Maintain an updated list of the flora and fauna with specific attention to special status species. Conduct an annual population and survey of nesting Belding Savannah sparrows and provide an annual report by December 30 of every year.
2. Act as the LCWA's Stewardship Program manager, which supports land management activities and includes coordinating all stewardship events and educational programming in accordance with public health guidelines, and other services as stated below. All public programs have been suspended due to COVID-19, but LCWA maintains communication with Stewardship partners for safe stewardship opportunities. Activities include:
    - a. Develop semiannual flyer announcing public events for the Stewardship Program. A draft flyer must be prepared at least two weeks prior to posting to allow review and approval by the LCWA Project Manager;
    - b. Communicate (through email and phone call) dates and times of public access/programming events to LCWA staff at least one week in advance in order to promote safe and accessible opportunities for public education and ecological research that do not conflict with the Stewardship Program;
    - c. Collect all sign-in liability forms from all stewardship events and provide copies of these liability forms to the LCWA Office on a quarterly basis;
    - d. Provide guidance to the work plan of the Stewardship Program and coordinate restoration activities with Stewardship Partners;
    - e. Manage any grants or restoration projects received by the Stewardship Program and act as liaison to LCWA staff and contractors as part of the LCWA grant or restoration project, regarding the dates and times of any operations;
    - f. Organize all Stewardship Program public events and provide the LCWA a quarterly report of all activities. Organize quarterly partner meetings with active Stewardship Partners;
    - g. Expand and utilize the LCWA Volunteer Database to inform the public of upcoming events/programming;
    - h. Manage the Stewardship Program budget and work with LCWA staff and partners on program development and fundraising;
    - i. Review Coastal Development Permit applications submitted with regards to LCWA properties and stewardship programs. Interpret Coastal Development Permits and advise LCWA staff on allowable land alterations.
  3. Contract and Grant Management Services consists of administering and implementing contracts, grants awarded, in-lieu-fee programs and other restoration projects. This task includes administering and managing timelines, task lists and budgets, and ensuring these funds and their associated timelines, task lists and budgets are completed in a timely

manner and on budget as agreed upon with the funding agencies. Quarterly updates to the LCWA Board on all contracts and grants will be reported on the [LCWA Work Plan](#).

- a. The LCWA was awarded several contracts and grants to implement restoration, including: 1. Signal Hill Oil Coastal Commission Development Permit (LCWA08008, Exhibit C); 2. Orange County Public Works Native Plant Contract (LCWA14003, Exhibit D); 3. [Ascon Landfill Tarplant Mitigation Project \(LCWA16006\)](#) 4. [Regional Parks and Open Space District Maintenance and Service Funds for the Zedler Marsh Urban Trails System](#). Administration and management of these contracts and grants will require the consultant to ensure the projects funded by these grants are completed in a timely manner and on budget, in accordance with timelines, task lists and budgets agreed upon with the grantor agencies. The Consultant will assure these contracts and grants are managed and administered efficiently and well organized;
  - b. The Consultant will administer LCWA contracts and grants under the oversight of the LCWA Project Manager, who will make final decisions for contract and grants management. Quarterly Reports/Expenditures, Invoices, changes to the Work Program, Schedule and Budget will require review by the LCWA Project Manager. Once all have been reviewed and agreed upon, the appropriate documents will be submitted to the Contracting and Granting Agencies for approval;
  - c. The Consultant will retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available to the LCWA at all reasonable times during the life of this contract. LCWA or any duly authorized representative of the joint powers authority shall have access to any books, records, and documents of the Consultant's that are pertinent to this contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested;
  - d. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule.
4. Project Management and Partner Coordination Services for planning and implementing restoration of the Los Cerritos Wetlands in line with the Los Cerritos Wetlands Conceptual Restoration Plan (2015) and Los Cerritos Wetlands Restoration Plan Draft Program EIR (2020), found at [www.intoloscerritoswetlands.org](http://www.intoloscerritoswetlands.org).
- a. The Consultant will write or assist in writing grant applications to advance restoration of the LCW. If awarded, Consultant will assist LCWA with grant administration outlined in Task 3. Additional funding for new grants management may be provided with awarded funding;
  - b. The Consultant will provide technical advising for LCWA, work with the project consulting team to complete the project and enforce the terms of the project consultant's professional services agreement so that both parties meet the terms within their respective timelines. The Consultant shall provide site tours/access to consultants and agencies as needed, and attend field meetings or oversee any field data collection pertaining to the project;

- c. The Consultant will coordinate regular conference calls with consultants and/or LCWA staff and agency representatives (steering committee), by providing a platform, managing participants, and generating agendas and call notes; provide briefings to LCWA staff and board members as requested;
- d. The Consultant will manage LCWA's website and mailing list for all interested parties, organizations, and public agencies, and provide regular updates through these channels. The Consultant may act as liaison to the other governmental departments and agencies;
- e. The Consultant will provide project coordination services for the Los Cerritos Wetlands Oil Consolidation and Restoration Project, may represent the LCWA at meetings/calls and brief LCWA staff, provide updates at LCWA board meetings regarding this project, and review technical documents and provide input to LCWA;
- f. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule. Services may include grant administration, project management, or biological studies.

#### **IV. CONSULTANT FEE SCHEDULE:**

The services provided by this contract will be retained at a monthly fee. This fee will include a total of hours per month necessary for the Consultant's Principal Project Manager and staff to complete these services, which includes:

1. Land Management for the LCWA Properties,
2. Program Coordinator services for the Los Cerritos Wetlands Stewardship Program
3. Contracts and Grants Management,
4. Project Management and implementing restoration of the Los Cerritos Wetlands in line with developed plans.

If additional hours are required, the hours will be charged based on the Consultant's fee schedule. The Consultant must submit a fee schedule for all their staff pertinent to this proposal. Fees may be adjusted annually to ensure compliance to State and Federal minimum wage laws and other laws that may impact labor compensation. **This proposal will commence on or around September 24, 2020 through September 30, 2023.**

#### **V. PROPOSALS AND GUIDELINES:**

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 LCWA reserves the unqualified right to reject any or all proposals for any reason. LCWA is responsible only for that which is expressly stated in this RFP.

LCWA 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.

LCWA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any RFP 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.

LCWA 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 LCWA's disregard of the Proposer's submittal. LCWA, 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 LCWA.

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws. 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 and the LCWA.

LCWA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Consultant in this document.

The project shall be overseen by the LCWA Project Manager or designee assigned by the Executive Officer of the LCWA. The LCWA Project Manager oversees, directs and coordinates project activity and serves as a liaison to other entities.

The Consultant shall take all formal direction from the LCWA Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the LCWA Project Manager.

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models 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 LCWA.

## **VI. SUBMITTALS OF PROPOSAL:**

The response to this RFP must be made according to the requirements set forth in this Section VI, both for content and for sequence. Submittals should be received **electronically in Adobe Acrobat (.pdf) format and emails must be received by 6:00 pm, August 25, 2020 to:**

Sally Gee, LCWA Project Manager  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)

cc: Dena Williams, Administrative Assistant  
[dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov)

Questions regarding this RFP are welcome and shall be made in writing to Sally Gee, LCWA Project Manager at the email above no later than **4:00pm, August 13, 2020**. Note that the LCWA's responses to question and requests for clarifications will be shared with other potential proposers through e-mail and the LCWA website. It is recommended that potential proposers inform LCWA 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.

**MANDATORY CONTENTS:**

Section 1 - Cover Letter

Section 2 - Table of Contents

Section 3 - Corporate Documentation and Statement of Qualifications and Experience

Section 4 - Standard Services, Work Plan, Project Schedule and Budget, Fee Schedule

Section 5 - Portfolio cut sheets, project references and project team resumes

**COMPENSATION:**

The Consultant shall be compensated based upon the completion of agreed milestones. LCWA will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. (Mileage and per diem expenses are not reimbursable.)

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

**SERVICES PROVIDED BY THE LCWA:**

LCWA will provide access to all relevant data in its possession. However, LCWA assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by LCWA.

**EVALUATION CRITERIA:**

Proposals that are determined to be responsive to the mandatory requirements as indicated and shall be evaluated based on the following criteria:

**SUMMARY OF SCORING**

General Quality and Responsiveness of the Overall Proposal:

**( 20 pts )** Recognition of overall concepts and objectives

**( 10 pts )** Responsiveness to RFP requirements

Statement of Qualifications and Experience:

**( 15 pts )** Project Manager responsible for the delivery of services

**( 5 pts )** Qualifications of personnel assigned to the project

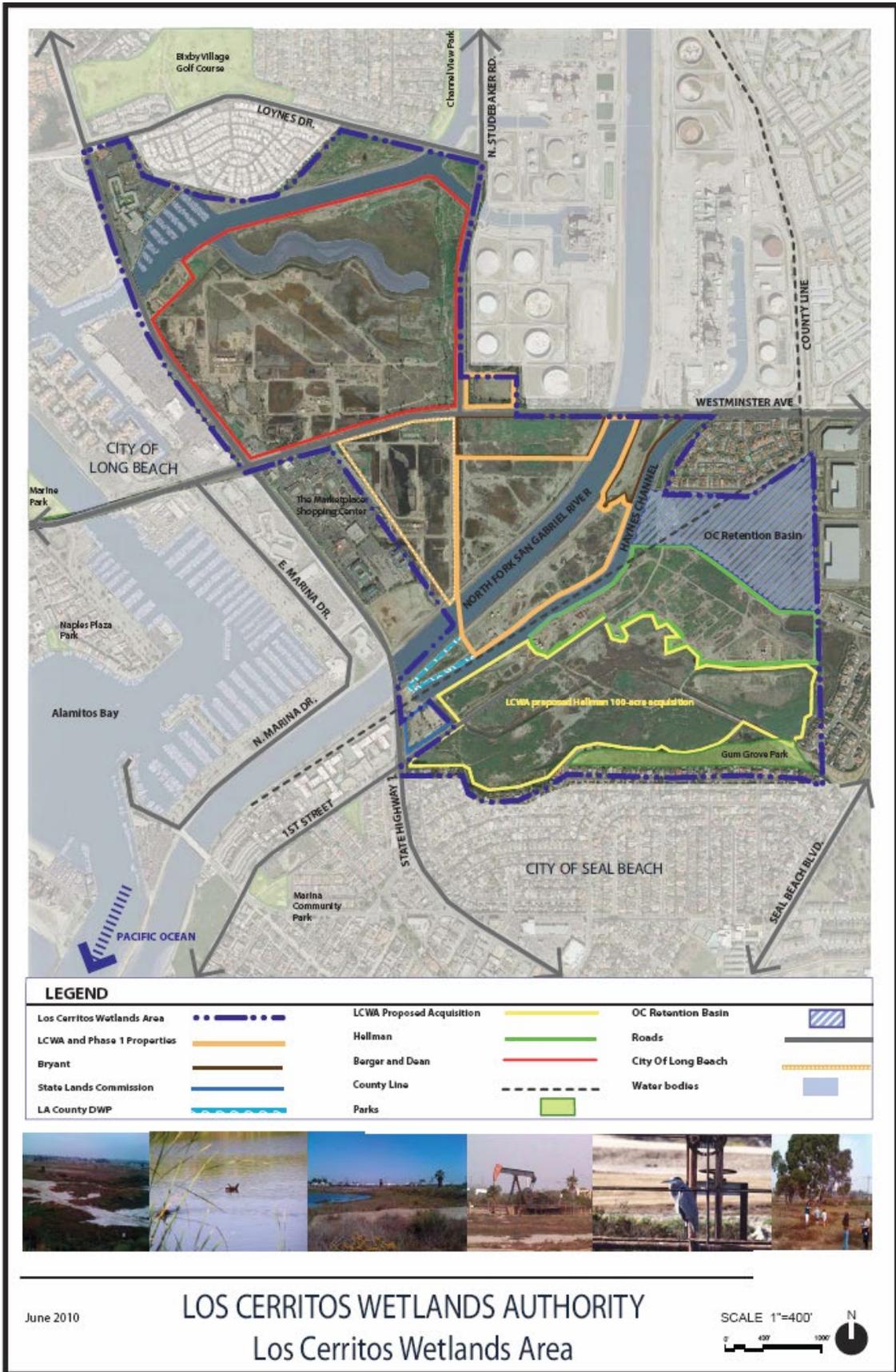
**( 5 pts )** Fee Schedule

**( 10 pts )** Firm's experience with similar projects

**( 35 pts )** Work plan for all services for the project

**(100 pts) Maximum Total Score**

Exhibit A



**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT made and entered into this     day of     20XX and includes a notice to proceed, as attached.

BY AND BETWEEN

Los Cerritos Wetlands Authority (LCWA), a joint power authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC) and Cities of Long Beach and Seal Beach.

AND

**Consultant**, hereinafter referred to as "Consultant,"

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

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

"LCWA" means the joint power authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy and Cities of Long Beach and Seal Beach

2. Consultant's Services

The scope of work shall be as outlined in Exhibit A, Scope of Work dated\_\_\_\_\_. No work shall commence on this project until a written Notice to Proceed is issued by LCWA.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to LCWA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the LCWA (hereinafter called

Executive Officer), LCWA agrees to pay Consultant a maximum not to exceed fee of \_\_\_\_\_ dollars (\$000).

LCWA shall compensate Consultant as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer. Invoices shall be accompanied by an analysis of work completed for the invoice period.

b. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule on file with Executive Officer.

c. Consultant may select the time and place of performance for these services; provided, however, that access to the LCWA documents, records and the like, if needed by Consultant, shall be available only during the LCWA's normal business hours and provided that milestones for performance, if any, are met.

d. Consultant has requested to receive regular payments. The LCWA shall pay Consultant within thirty (60) days following receipt from the Consultant and approval by the LCWA of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that the LCWA is a joint powers authority.

e. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

f. The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

g. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause LCWA 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.

h. Consultant will not be required to perform services which will exceed the contract amount, approved workplan and budget, and contract dates without amendment to this Agreement.

i. Consultant will not be paid for any expenditure beyond the contract amount stipulated without amendment to this Agreement.

4. Materials, Equipment and Supplies

a. Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as agreed per the attached approved grant agreements.

b. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations hereunder

5. LCWA's Responsibility

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

6. LCWA's Representative

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

7. Coordination and Organization

a. Consultant shall coordinate performance hereunder with the LCWA's representative, if any, named in Exhibit "B", attached hereto and incorporated herein by this reference. Consultant shall advise and inform the LCWA's representative of the work in progress on the Project in sufficient detail so as to assist the LCWA's representative in making presentations and in holding meetings for the exchange of information. The LCWA shall furnish to Consultant information or materials, if any, described in Exhibit "C" attached to this Agreement and incorporated herein by this reference.

b. The parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the reputation and skill of Consultant's key employee, \_\_\_\_\_. The LCWA shall have the right to approve any person proposed by Consultant to replace that key employee.

8. Independent Contractor

a. In performing its services, hereunder, Consultant is and shall act as an independent contractor and not an employee, representative or agent of the LCWA. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement.

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

c. 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.

d. Consultant acknowledges and agrees that (a) the LCWA will not withhold taxes of any kind from Consultant's compensation; (b) the LCWA will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) the LCWA will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of the LCWA employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of the LCWA.

#### 9. Ownership of Data

All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of the LCWA. Data shall be given to the LCWA and the LCWA shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to the Consultant. Copies of Data may be retained by Consultant but Consultant warrants that all Data shall not be made available to any person or entity for use without the prior approval of the LCWA. Said warranty shall survive termination of this Agreement for five (5) years.

#### 10. Termination

a. The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the LCWA. The LCWA may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving fifteen (15) calendar days written notice of such termination to Consultant.

b. The consultant shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, the LCWA shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 3 (d) with regard to invoices shall apply. On the

effective date of termination, Consultant shall deliver to the LCWA all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that the LCWA's obligation to make final payment is conditioned on Consultant's delivery of the Data to the LCWA.

c. LCWA may also, 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 LCWA 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, LCWA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

#### 11. Confidentiality

Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Consultant's performance hereunder for the same period of time. Consultant shall not disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

#### 12. Breach of Confidentiality

Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time the LCWA disclosed it; or (b) Is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

#### 13. Assignment and Subcontracting

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

b. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of the LCWA, except that Consultant may with the prior approval of the LCWA Executive Officer, assign any moneys due or to become due Consultant under this Agreement. Any attempted

assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the LCWA Executive Officer or designee, or substitute an approved sub-consultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

14. Conflict of Interest

a. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of the LCWA and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, sub-consultants and contractors.

b. No LCWA 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.

15. Gratuities

a. It is improper for any LCWA 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 LCWA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a LCWA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

b. Consultant shall immediately report any attempt by a LCWA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

16. Additional Costs and Redesign

Any costs incurred by the LCWA due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the LCWA to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and the LCWA shall not pay any additional compensation to Consultant for its re- performance.

16. Law

This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

17. Entire Agreement

This Agreement, including all Exhibits and Attachments constitute the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of the LCWA under this Agreement, LCWA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses for which LCWA would be liable if Consultant were an employee.

Consultant agrees to indemnify, defend, and save harmless LCWA, RMC, and the Cities of Long Beach and Seal Beach, agents, and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

19. Liability and Insurance

a. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance: (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors' liability, and products and completed operations liability. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall

be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim. (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

b. Consultant has selected Indemnification and Insurance Provisions as outlined in Exhibit D.

c. 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.

20. Ambiguity

In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

21. Costs

If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

22. Nondiscrimination

a. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant specifically recognizes and agrees that if LCWA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which LCWA may determine to cancel, terminate, or suspend the contract. While LCWA 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 LCWA that Consultant has violated the anti-discrimination provisions of the contract.

c. At its option, and in lieu of canceling, terminating, or suspending the contract, LCWA 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. LCWA 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.

23. 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 LCWA, 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 LCWA may be found jointly or solely liable.

24. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

25. 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 LCWA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or LCWA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. LCWA 's Quality Assurance Plan

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

corrective action measures, LCWA may terminate this Agreement or impose other penalties as specified in this Agreement.

27. Reduction of Solid Waste

Consistent with the LCWA'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.

28. Copyright and Patent Rights

a. Consultant shall place the following copyright protection on all Data: © LCWA \_\_\_\_, inserting the appropriate year.

b. The LCWA reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the LCWA.

c. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold the LCWA, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

29. Covenant Against Contingent Fees

Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, the LCWA shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

30. Waiver

The acceptance of any services or the payment of any money by the LCWA shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

31. Tax Reporting

As required by federal and state law, the LCWA is obligated to and will report the payment of compensation to Consultant on Form 1099- Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to the LCWA. Consultant acknowledges and agrees the LCWA has no obligation to pay Consultant until Consultant provides one of these numbers.

32. Advertising

Consultant shall not use the name of the LCWA, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the LCWA Executive Officer or designee.

33. Audit

The LCWA shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

34. Covenant Against Contingent Fees

This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

35. 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 LCWA's policy to conduct business only with responsible Consultants.

b. The Consultant is hereby notified that if the LCWA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the LCWA may, in addition to other remedies provided in the contract, debar the Consultant from bidding on LCWA 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 LCWA.

c. The LCWA 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 LCWA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the LCWA 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 LCWA or any other public entity. or 5) failure to disclose any acts or omissions listed above to the LCWA.

d. These terms shall also apply to subconsultants of the LCWA Consultant.

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

Consultant shall have no claim against LCWA 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 LCWA and shall immediately repay all such funds to LCWA. Payment by LCWA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of LCWA s' right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

37. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

LCWA  
Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
(626) 815-1019

CONSULTANT  
Contact  
Address  
Phone/email  
website

38. Entire Agreement

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

LCWA

By \_\_\_\_\_  
Belinda V. Faustinos  
Executive Officer

Consultant

By \_\_\_\_\_  
Principal

## **EXHIBITS AND ATTACHMENTS**

Exhibit A: Scope of Work

Exhibit B: LCWA's Representative

Exhibit C: Materials to be provided by the LCWA to the Consultant

Exhibit D: Consultant's Insurance

Attachment A: Consultant's Fee Schedule

Attachment B: Timeline, Tasklist and Deliverables

Attachment C: Consultant's Standard Contract

Attachment D: Consultant's Qualifications and Resumes

## Exhibit C

### Los Cerritos Wetlands Authority

**Date:** May 11, 2011

**To:** Governing Board Members

**From:** Joan Cardellino, Interim Executive Officer

**Subject:** Agenda Item 8: Consideration of resolution authorizing a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit for Vegetation Removal and related budget amendments (LCWA08008).

**RECOMMENDATION:** Adoption of a resolution authorizing a Memorandum of Agreement (MOA) with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for wetlands vegetation maintenance on LCWA property, and amend the LCWA budget(LCWA08008).

**BACKGROUND:** Signal Hill Petroleum, Inc. is proposing maintenance activities at its Bryant Lease Oil Facility; located within the LCWA Phase 1 Properties (see Figure 1). These activities include (1) removing vegetation, debris and soil from the stormwater collection and retention system, (2) controlling vegetation surrounding all oil pumps, electrical poles, and pipelines, and (3) removing vegetation surrounding all oil production facilities and buildings. Maintenance of the stormwater system would be carried out twice a year using a backhoe to remove accumulated vegetation, debris and soil that have collected in the stormwater trench and retention basins with the purpose of maintaining sufficient stormwater capacity. These activities are mandated by the U.S. Environmental Protection Agency as part of Signal Hill's Spill Prevention Control and Countermeasure Plan. Vegetation control around oil pumps, electrical poles, and pipelines would be conducted twice a year, using hand tools to trim the vegetation to ground level to ensure adequate access for maintenance. The removal of vegetation surrounding the oil production facilities and buildings is necessary for safety and maintenance access purposes and would also occur twice a year.

On November 17, 2010, the Commission approved Coastal Development Permit E-10-011, subject to Special Condition 1 that requires Signal Hill to provide an annual payment of \$10,000 to LCWA to offset the impacts from this vegetation maintenance project on wetland vegetation at the LCWA Phase 1 Properties, in accordance with the attached Memorandum of Agreement. The annual payment is to be used by the LCWA to fund activities in the Los Cerritos Wetlands that will create or enhance wetland vegetation, including, but not limited to, new vegetation plantings and removal of invasive species.

**FISCAL:** This MOA with the California Coastal Commission will provide an annual payment of \$10,000 to the LCWA to offset the impacts from Signal Hill Petroleum, Inc. for wetlands vegetation maintenance on LCWA property.

**Memorandum of Agreement Between the  
California Coastal Commission  
and  
Los Cerritos Wetland Authority**

This Memorandum of Agreement (“MOA”) is entered into by and between the California Coastal Commission (“Commission”), a public agency, created and existing under the authority of section 30300 of the California Public Resources Code, and the Los Cerritos Wetland Authority (“LCWA”). The Commission and the LCWA are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Commission is a state coastal management and regulatory agency with authority over the development and use of the California coast and coastal waters;

**WHEREAS**, the LCWA is a joint powers authority established between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, State Coastal Conservancy, City of Long Beach and City of Seal Beach, with the purpose of providing for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation.

**WHEREAS**, Signal Hill Petroleum, Inc. (“Signal Hill”) applied for a coastal development permit, pursuant to the California Coastal Act (“Coastal Act”),<sup>1</sup> to remove wetland and non-wetland vegetation from a storm water collection and retention system, and in areas surrounding oil production facilities and buildings, oil pumps, electrical poles and pipelines at Bryant Lease Oil Field.

**WHEREAS**, this vegetation maintenance project will result in unavoidable impacts to wetlands.

**WHEREAS**, on November 17, 2010, the Commission approved Coastal Development Permit (“CDP”) E-10-011, subject to Special Condition 1 that requires Signal Hill to provide an annual payment of \$10,000 to LCWA to offset the impacts from this vegetation maintenance project on wetland vegetation at the Bryant lease property, in accordance with the terms of this MOA;

**WHEREAS**, the \$10,000 annual payment is to be used by LCWA to fund activities in the Los Cerritos Wetlands that will create or enhance wetland vegetation, including, but not limited to, new vegetation plantings and removal of invasive species.

**WHEREAS**, the LCWA wishes to receive the payment required by Special Condition 1 (“the Funds”) and to use it to create or enhance wetland vegetation in the Los Cerritos Wetlands (“Project”).

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<sup>1</sup> Cal. Pub. Resources Code §§ 30,000 *et seq.* In this document, all further references to Code Sections in the 30,000s are references to California Public Resources Code sections within the Coastal Act.

**WHEREAS**, the LCWA will obtain all necessary regulatory permits and approvals for projects funded by payments from Signal Hill, in accordance with the terms of this MOA.

**WHEREAS**, the Commission has concluded that LCWA will be an appropriate recipient to receive the Funds and will accept the Funds for the purposes described herein;

**NOW, THEREFORE**, for consideration of the mutual covenants and representations herein, it is mutually agreed by and between the undersigned Parties as follows:

## **AGREEMENT**

### **1.0 TRANSFER OF FUNDS**

As required by Special Condition 1, the required annual payments shall be deposited into an interest-bearing account, to be established and managed by the LCWA. The payments will be deposited into this account annually before the end of each calendar year until such time as Signal Hill is required to relocate its facilities, per the Grant of Easement between Signal Hill and the LCWA.

### **2.0 PROJECT IMPLEMENTATION**

The LCWA shall use all Funds transferred to it, including any accrued interest, to create or enhance wetland vegetation in the Loc Cerritos wetlands. Funds transferred to the LCWA pursuant to this MOA may only be utilized to pay fees, costs and expenses associated with the Project.

Within 45 days of the date on which the Funds have been transferred to it each year, LCWA shall submit a spending plan for review and approval by the Commission's Executive Director. The spending plan shall include at a minimum a description of the Project, timeline for implementation and estimated costs.

LCWA will be responsible for obtaining all necessary permits, including a coastal development permit (if required) and shall carry out and complete the portion of the Project approved in the annual spending plan.

Within 45 days of completing the Project, LCWA shall submit a final report to the Commission's Executive Director describing the wetland creation or enhancement, and a list of all disbursements. The LCWA shall make all accounting records available for examination by the Commission's Executive Director upon request.

### **3.0 ACCOUNTABILITY**

#### **3.1 Administrative Costs**

The LCWA shall use the Funds exclusively to finance the Project described herein. Administrative costs in implementing this MOA, computed in accordance with applicable State Administrative Manual sections, shall not exceed five (5%) of the total Funds.

### **3.2 GAAP**

The LCWA shall maintain Generally-Accepted Accounting Principles (GAAP), financial management, and accounting system and procedures that provide for (1) accurate, current and complete disclosure of all financial activity for the Project; (2) effective control over, and accountability for all funds, property and other assets, related to the Project; (3) comparison of actual outlays with budgeted amounts; and (4) accounting records supported by source determination.

### **3.3 Records Retention**

The LCWA shall retain all pertinent books, documents and papers, including, but not limited to, financial transactions and supporting documents, for the entire period during which the Funds are being used by the LCWA under this MOA and for a period of three (3) years thereafter for potential examination by the Auditor General.

## **4.0 MISCELLANEOUS PROVISIONS**

### **4.1 Good Faith**

The Parties agree in good faith to work to fulfill the objectives of this MOA. The Commission's Executive Director may grant an extension of any time deadline under this MOA for good cause, where there is reasonable justification or excuse for the delay.

### **4.2 Amendment**

Neither this MOA nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.

### **4.3 Entire Agreement**

This MOA constitutes the entire understanding among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

### **4.4 Severability**

If a court of competent jurisdiction determines that a provision included in this MOA is legally invalid, illegal or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOA and the balance of this MOA shall be reasonably interpreted to achieve the intent of the Parties.

The Parties further agree to replace such void or unenforceable provision of this MOA with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

#### **4.5 Counterparts**

This MOA and any amendment thereto may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

#### **4.6 Successors**

This MOU shall be binding upon and shall inure to the benefit of the successors of the Parties.

#### **4.6 Assignment**

Neither of the Parties may assign any rights granted by this MOA without prior written approval of the other Party, which approval may be granted or withheld in any Party's reasonable discretion.

#### **4.7 Effective Date and Term**

This MOA shall become effective upon the last date of any Party to execute this MOA and shall be in effect from that date unless it is terminated or extended through an amendment, as provided in Section 4.2, above.

#### **4.8 Termination**

Either Party to this MOA may for good cause terminate this MOA by providing written notification 30 days prior to termination. In the event of termination, any and all remaining Funds already received by the LCWA shall be transferred by the LCWA to a Commission-approved alternate entity within 60 days of termination. Any and all Funds owed by Signal Hill that have not yet been disbursed shall be deposited in an interest-bearing account established and managed by a Commission-approved alternate entity prior to the end of the calendar year in which Signal Hill is obligated to provide such Funds. Good cause shall include, but is not limited to, a determination by the Executive Director that the LCWA is not proceeding reasonably and expeditiously to complete any component of the Project. In the event that the MOA is terminated, the LCWA agrees to take all reasonable measures to prevent further use of the Funds.

#### **4.9 Governing Law**

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

**5.0 NOTICES**

**5.1 Receipt of Notices**

Any demand upon or notice required or permitted to be given by one Party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, addressed to the Parties in Section 5.2.

Notice of a change of address or designated contact person shall be given by written notice in the manner set forth in this section within ten (10) business days of the change.

**5.2 Designated Contact Persons**

**Ms. Alison Dettmer, Deputy Director**

Energy, Ocean Resources and Federal Consistency Division  
California Coastal Commission  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105  
Telephone: (415) 904-5205  
Facsimile: (415) 904-5400  
Email: [adettmer@coastal.ca.gov](mailto:adettmer@coastal.ca.gov)

Interim Executive Officer  
Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
Telephone: (626) 815-1019  
Facsimile: (626) 815-1269

Any change in the Notification Contact shall be communicated to all Parties within ten (10) business days of the change.

**SIGNATURES**

**IN WITNESS WHEREOF**, the Parties through the signatures below of their authorized representatives agree to be bound by the terms of this Agreement.

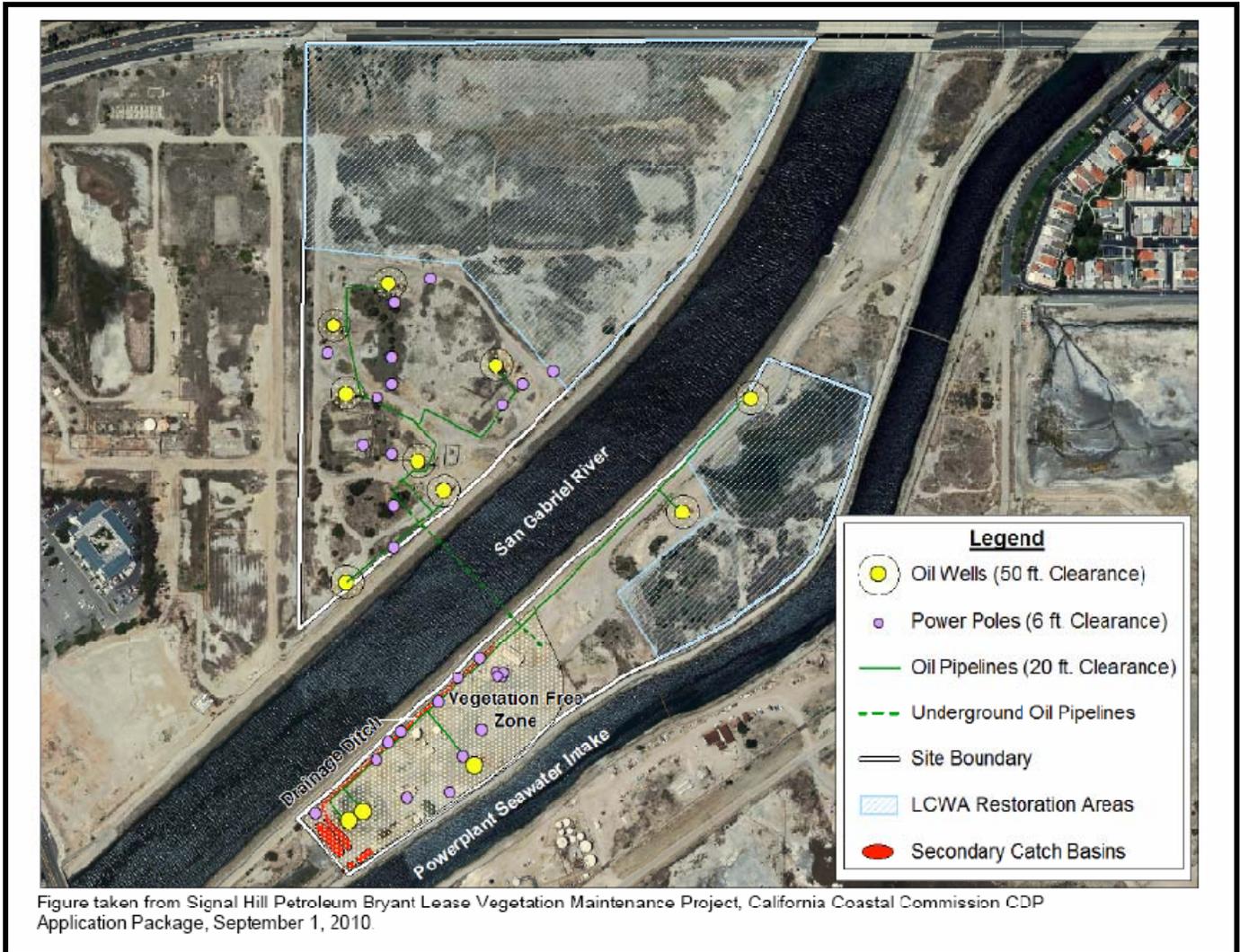
Dated: \_\_\_\_\_  
By: \_\_\_\_\_

Los Cerritos Wetlands Authority  
Title: Executive Director

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

California Coastal Commission  
Peter Douglas  
Executive Director

**Figure 1**  
Signal Hill Petroleum, Inc. proposed maintenance activities, located within the LCWA  
Phase 1 properties



May 11, 2011 Agenda Item 8

RESOLUTION 2011- 02

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CALIFORNIA COASTAL  
COMMISSION FOR SIGNAL HILL PETROLEUM, INC. COASTAL DEVELOPMENT PERMIT E-  
10-011 FOR VEGETATION REMOVAL AND RELATED BUDGET AMENDMENTS  
(LCWA08008)

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the joint powers agreement authorizes a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for vegetation removal; and

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

WHEREAS, the LCWA has acquired certain properties which will require active stewardship; and

WHEREAS, the LCWA had adopted a Los Cerritos Wetlands Stewardship Program; and

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

*Therefore be it resolved,* that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS staff report dated May 11, 2011.
4. AUTHORIZES the Interim Executive Officer to enter into a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for vegetation removal, receive an annual payment of \$10,000 from Signal Hill Petroleum, Inc and related budget amendments (LCWA08008).

~ End of Resolution ~

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY on May 11, 2011.

  
Gary De Long, Chair

ATTEST:

  
Terry Fujimoto  
Deputy Attorney General

Exhibit D

**CONTRACT MA-080-19011834**

**FOR**

**WETLAND RESTORATION SERVICES AND SUPPLIES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**Los Cerritos Wetland Authority**



**CONTRACT MA-080-19011834  
WITH  
LOS CERRITOS WETLAND AUTHORITY  
FOR  
WETLAND RESTORATION SERVICES AND SUPPLIES**

THIS CONTRACT MA-080-19011834 for Wetland Restoration Services and Supplies (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the Orange County Flood Control District, a body corporate and politic (hereinafter referred to as "District") and Los Cerritos Wetland Authority, with a place of business at 100 N. Old San Gabriel Canyon Rd., Azusa, CA 91702 (hereinafter referred to as "Contractor"), with District and Contractor sometimes referred to as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services  
Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and District are entering into this Contract for Wetland Restoration Services and Supplies under a usage Contract; and,

WHEREAS, District solicited Contract for Wetland Restoration Services and Supplies as set forth herein, and Contractor represented that it is qualified to provide Wetland Restoration Services and Supplies to the District as further set forth here; and,

WHEREAS, Contractor agrees to provide Wetland Restoration Services and Supplies to the District as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, District agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the District Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Wetland Restoration Services and Supplies with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be

## **ATTACHMENT A SCOPE OF WORK**

**I. SCOPE OF WORK:** Contractor shall provide all labor, materials, tools, and equipment required to provide Wetland Restoration Services and Supplies.

**I. DESCRIPTION OF SERVICES:**

Contractor shall provide services that are comprehensive and likely to occur simultaneously. They include but are not limited to the following:

**A. Task 1: Agency Coordination/Communication:**

1. Contractor communication with agency staff to allow for regular site updates and coordination of any unanticipated issues to the site

**B. Task 2: Annual Management and Maintenance:**

1. A restoration ecologist will oversee the site to ensure proper adaptive management actions are taken to properly maintain the site in accordance with all special conditions set forth
2. Regular non-native plant control will ensure non-native plant populations are contained and reduced in order to prevent adverse effects to the site
3. Plant care, seed collection, and seed dispersal will encourage the growth and diversity of native plant species populations on the site and allow the site to better adapt should site conditions change
4. Plant replacement will be done as necessary with plants grown from local Los Cerritos Wetlands stock in our native plant nursery located adjacent to the restoration site

**C. Task 3: Monitoring and Reporting:**

1. Bi-annual photo monitoring will document the site to properly report to involved agencies
2. Bi-annual site monitoring and data analysis provides data to inform the adaptive management plan
3. Annual project reporting will provide an in-depth analysis of the site to District staff and involved agencies

**D. Task 4: Project Management:**

1. Los Cerritos Wetlands Authority Project management will allow for regular coordination with District staff and ensure consistency with the Los Cerritos Wetlands Authority's comprehensive restoration planning

**ATTACHMENT B  
CONTRACTOR'S PRICING**

1. **Compensation:** This is a usage Contract between the District and Contractor for Wetland Restoration Services and Supplies as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The District shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the District Contract Terms and Conditions, which may require approval by the District Board of Supervisors.**

2. **Fees and Charges:** District will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. **Wetland Restoration Services and Supplies List:**

Task	SubTask	Hours	Rate	Cost	Project Equipment Materials	Cost	Totals
<b>Agency Coordination &amp; Communication</b>							
	Coordination & Communication	24	\$75.00	\$1,800.00			
			Subtotal	\$1,800.00	Subtotal	\$0.00	\$1,800.00
<b>Annual Management &amp; Maintenance</b>							
	Restoration Ecologist Oversight	48	\$75.00	\$3,600.00			
	Non-native Plant Control/Weeding	240	\$35.00	\$8,400.00			
	Plant Care and Seed Collection/Dispersal	20	\$50.00	\$1,000.00			
	Repairs	20	\$50.00	\$1,000.00	Fencing, Signage, Irrigation repair materials	\$500.00	
			Subtotal	\$14,000.00	Subtotal	\$500.00	\$14,500.00
<b>Monitoring &amp; Reporting</b>							
	Bi-annual Photo Monitoring	8	\$50.00	\$400.00			
	Bi-annual Site Monitoring & Data Analysis	36	\$50.00	\$1,800.00			
	Annual project report	16	\$75.00	\$1,200.00			
			Subtotal	\$3,400.00	Subtotal	\$0.00	\$3,400.00
<b>Project Management</b>							
	LCWA Project Manager	12	\$80.00	\$960.00			
			Subtotal	\$960.00			\$960.00
<b>Totals</b>			Total	\$20,160.00	Total	\$500.00	\$20,660.00

B. **Total Contract Amount:** \$ 50,000.00