

**Los Cerritos Wetlands Authority**

**Date:** August 1, 2019

**To:** Governing Board Members

**From:** David Edsall, Deputy Attorney General

**Through:** Mark Stanley, Executive Officer

**Subject:** Item 12: Consideration of a resolution to enter into agreements for legal and professional services contracts relating to the Land Transfer Agreement and Upper Los Cerritos Wetlands Mitigation Bank.

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**RECOMMENDED ACTION:** That the Los Cerritos Wetlands Authority (LCWA) authorize and ratify execution of legal and professional services contracts relating to the Land Transfer Agreement and Upper Los Cerritos Wetlands Mitigation Bank.

**BACKGROUND:** On September 2, 2016, the LCWA entered into the Land Swap Option Agreement (Option Agreement) with Los Cerritos Wetlands, LLC (the LLC). As part of this Option Agreement, the LCWA will eventually become the property owner and long-term land manager of the mitigation bank site located on the Synergy Oil Field.

The review and finalization of the Bank Enabling Instrument documents for this mitigation bank site is currently ongoing with the Army Corps of Engineers. Due to the complex and specialized issues involved, LCWA sought to retain an attorney and a technical consultant experienced in matters related to mitigation banks.

To retain an attorney, LCWA reached out to seven different lawyers throughout the State who possessed significant experience with mitigation bank legal issues. Of these, four quotes for legal services were returned. In evaluating those quotes, it was determined that David Snow of RWG possessed the best combination of experience, price, and commitment to efficiency in review. His hourly rate for his services will be \$295 per hour.

To retain a technical consultant, LCWA reached out to five different firms throughout the Southern California Area who possessed significant experience with mitigation banks, and five quotes were returned. In evaluating those quotes, it was determined that Moffat and Nichol possessed the best experience and price in review. A not to exceed fee of \$10,000 was agreed upon for their services.

The review process for the Bank Enabling Instrument documents remains ongoing and has been on an expedited schedule of review with the Army Corps of Engineers. Thus, LCWA staff have moved forward with retaining Mr. Snow and Moffat and Nichol in order to meet the review schedule set forth by the Army Corps, which currently has a deadline for comments of August 9, 2019. As of this date, agreements have been executed with Mr. Snow (Exhibit A) and Moffat and Nichol (Exhibit B).

**FISCAL INFORMATION:** Funding will be allocated from the *Option Agreement*, dated September 2, 2016, Item 12. Consideration; in the amount of \$300,000. Funding to pay for legal and technical review services will come from this funding source.



David M. Snow

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F 213.626.0078  
E dsnow@rwglaw.com

355 South Grand Avenue  
40th Floor  
Los Angeles, CA 90071-3101  
rwglaw.com

July 12, 2019

Mr. Mark Stanley  
Executive Officer  
Los Cerritos Wetlands Authority  
c/o Rivers and Mountains Conservancy  
"El Encanto"  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702

Re: Legal Services Agreement - Advice regarding mitigation bank sponsored by  
Synergy Oil and Gas

Dear Mr. Stanley:

Richards, Watson & Gershon (the Firm) is very pleased to have the opportunity to provide legal services to the Los Cerritos Wetlands Authority (LCWA) in connection with the mitigation bank sponsored by Synergy Oil and Gas, LLC. and additional as needed review of documents concerning the related land exchange between Synergy entities and LCWA (the Matter).

This letter sets forth the terms upon which the Firm will provide legal services for this engagement and the basis upon which we will bill for our services and expenses in connection with this matter. The letter also provides a disclosure as required under the Rules of Professional Conduct regarding our representation of two of LCWA's member agencies, the City of Seal Beach and the City of Long Beach, in separate and unrelated matters.

The Firm maintains a conflict of interest database. Based on the information as stated in the Lawsuit, we have examined this database to determine whether we might have a professional conflict of interest with respect to the parties listed below. We find no current relationships that would interfere with our ability to represent WCA in this matter.

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The names we have used in determining whether any potential or actual conflicts of interest exist are the following:

Los Cerritos Wetlands Authority (client)  
California Coastal Commission (other party)  
Beach Oil Minerals, LLC (adverse party)  
City of Long Beach (other party)  
Lyon Housing (Pumpkin Patch) XLV, LLC (adverse party)  
Los Cerritos Wetlands, LLC (adverse party)  
Mark Stanley (client)  
John McKeown (adverse party)  
Hong Duan (adverse party)  
David Edsall Jr (client)  
Synergy Oil and Gas (adverse party)  
Southwest Resource Management Association (adverse party)  
US Army Corp of Engineers (other party)  
US Fish and Wildlife Service (other party)  
Environmental Protection Agency (other party)  
National Oceanic and Atmosphere Administration (other party)  
California Department of Fish and Wildlife (other party)  
California Water Board (other party)  
City of Seal Beach (other party)

We will ensure that these names are in our internal Firm database for consultation in regard to future matters. If there are other parties who would be affected by this matter or who you otherwise feel we should consider, please provide those names to us so we can determine whether there are conflicts as to those parties. We will proceed on the understanding that the above listing is accurate and complete unless we hear from you to the contrary.

With respect to this engagement, I will have primary responsibility for the representation. My billing rate, and the rate of any attorney in the Firm working on this matter, is \$295 per hour. The rate of any paralegal working on this matter is \$150 per hour. Our rates generally are evaluated at the beginning of each year, but because this engagement is occurring towards the middle of 2019, we agree that the rates will not be changed throughout the remainder of 2019 or 2020. Furthermore, the rates charged will not be changed except upon at least thirty days' notice. At all times we strive to provide the most cost-efficient service possible and we allocate work on matters accordingly.

In addition to legal fees, we will bill LCWA for costs in connection with our representation. Such costs include copying documents (\$.10/page), mileage (based on the federal government's standard mileage rate) to the extent incurred, travel costs, messenger and delivery services, and

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other similar costs. Such costs frequently are billed to the Firm from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill. Please note that we make every effort to be as efficient and cost-effective as possible. For example, we transmit documents by email whenever possible to avoid postage charges and we use e-filing options with the court when allowed and feasible rather than a messenger service.

We will bill the LCWA for fees on a monthly basis. When a bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered. We agree that you will pay our bills within 30 days of receipt of our billing statement.

The nature of legal representation makes it impossible for us to accurately estimate the total amount of fees and costs that may be incurred over time. We will keep you informed of significant developments in the matter, including those that might have a substantial effect on the cost of this representation. Please feel free to inquire at any time about expected future costs.

Naturally, we expect you to ask us about the likely results of our work. We will respond as best we can, but cannot and do not guarantee any particular result. We can make no promises about the outcome of the matter or negotiations and any opinions about likely outcomes are not intended to constitute a guarantee.

We rarely have fee disputes with clients. Nevertheless, LCWA should be aware that it is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business & Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

In the event that you choose not to use the Los Angeles County Bar arbitration procedures, LCWA agrees that, to the extent permitted by law, all fee disputes between us shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

LCWA has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide LCWA with reasonable notice to arrange alternative representation. In either circumstance, LCWA agrees to secure new counsel as quickly as possible, if necessary, and to cooperate fully in the substitution of the new counsel as counsel of record in the matter. If LCWA elects to terminate the firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

We are also required to inform you that we currently maintain professional liability insurance. We will provide you with a certificate of insurance to this effect showing coverage in the amount of \$1 million dollars.

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Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

Finally, consistent with our ethical obligations under the California Rules of Professional Conduct, we wish to formally disclose our representation of two of LCWA's constituent member agencies, the City of Long Beach and the City of Seal Beach in separate and unrelated matters. California Rules of Professional Conduct Rule 1.7(c) requires written disclosure when "*the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter*".

We do not believe that our separate representation of Long Beach on separate and unrelated matters poses any significant risk to LCWA given that our engagement here is for a limited purpose - advice regarding the matter.

In addition, my colleague, Craig Steele, serves as City Attorney for the City of Seal Beach and our office therefore regularly handles legal matters for Seal Beach. We do not believe that there is any risk of a conflict regarding our representation of LCWA here. Nonetheless, out of an abundance of caution, we provide this disclosure with respect to our role in Seal Beach.

Thank you again for this opportunity to assist LCWA with this matter. Please do not hesitate to contact me with any questions, and I look forward to working with you.

Very truly yours,



David M. Snow

**All of the foregoing terms and provisions are hereby agreed to by:**

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

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

Mark Stanley, Executive Officer

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## AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is effective as of the 15th day of June 2019, by and between, the Los Cerritos Wetlands Authority, a joint powers authority established under the provisions of the Joint Exercise of Powers Act of the hereinafter called CLIENT, and Moffatt & Nichol, hereinafter called ENGINEER, for the following Project (the "Project"):

Review of the Upper Los Cerritos Wetlands Mitigation Bank Documents

The CLIENT and ENGINEER for mutual consideration agree as set forth below:

### 1.0 ENGINEER'S SERVICES

The ENGINEER shall perform professional services ("services") in connection with the Project, as set forth in the Statement of Services attached and incorporated into this Agreement as Exhibit "A".

### 2.0 ENGINEER'S CHARGES

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate Engineer and the total compensation shall not exceed the dollar amount indicated herein, and as may be further described in in the Compensation and Payment schedule, attached and incorporated into this Agreement as Exhibit "B".

LUMP SUM. Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_.

TIME AND MATERIALS. Compensation for these services will not exceed \$10,000 (Ten Thousand Dollars) without written authorization.

### 3.0 INSURANCE AND LIABILITY PROVISIONS

3.1 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage with responsible and reputable insurance companies in such amounts as the following: Employer's Liability: \$1,000,000; General Liability: \$1,000,000 per occurrence/\$2,000,000 general aggregate; and Professional Liability: \$1,000,000 per claim and annual aggregate.

3.2 ENGINEER agrees to indemnify and hold harmless CLIENT and its officers, agents, and employees, and CLIENT's member government agencies and their officers, agents and employees (collectively, the "Indemnitees") from any and all liabilities, claims, demands, damages or costs, including without limitation litigation costs and attorneys' fees (collectively, "Losses"), resulting from or arising out of the ENGINEER's negligence in the performance of its services under this Agreement; except, to the extent such Losses result, in whole or in part, from the negligence of the Indemnitees.

3.3 In no event will either party be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with this Agreement, including without limitation loss of revenue or anticipated profits or lost business, whether based in contract, tort, strict liability, or otherwise, even if such party has been advised of such damages.

### 4.0 CLIENT'S AND ENGINEER'S RESPONSIBILITY

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

4.1 Furnish to the ENGINEER all requested survey and all soils data, as well as other Project documentation as may be requested by ENGINEER, and upon which ENGINEER may reasonably rely ("Client Information").

- 4.2 [Intentionally Omitted].
- 4.3 Upon prior written request and approval, provide full and free access for the ENGINEER to enter upon CLIENT's property required for the performance of the ENGINEER's services. Should ENGINEER require access to a third party's property, ENGINEER agrees to receive written consent from such third party prior to accessing such third party's property, and give CLIENT notice of same.
- 4.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

ENGINEER agrees to the following:

- 4.5 Give prompt written notice to the CLIENT whenever the ENGINEER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's or CLIENT's performance of services under this Agreement.
- 4.6 Acknowledge and agree that nothing in this Agreement shall be construed to grant any rights under any patent, copyright, or other intellectual property right of CLIENT, nor shall this Agreement grant ENGINEER any rights in or to the Client Information, except the limited right to use the Client Information for the performance of ENGINEER's services for the Project under this Agreement.
- 4.7 Represent that ENGINEER's compliance with the terms of this Agreement and provision of services will not violate any duty which ENGINEER may have to any other person or entity, and ENGINEER agrees that ENGINEER will not do anything in the performance of services under this Agreement that would violate such a duty. In addition, during the term of this Agreement, ENGINEER shall promptly notify CLIENT in writing of any potential conflicting party for which ENGINEER may also or is performing services. It is understood that in such event, CLIENT will review whether ENGINEER's activities are consistent with ENGINEER providing services under this Agreement.

## **5.0 REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to ENGINEER's compensation for services performed on an Hourly Rate basis and include direct, reasonable, documented expenditures necessary to the provision of services made by the ENGINEER, his employees or his consultants in the interest of the Project. CLIENT will reimburse travel and related expenses at actual costs. No indirect expenses of ENGINEER or its subcontractors will be reimbursed.

## **6.0 PAYMENTS TO THE ENGINEER**

- 6.1 Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and shall be due and owing within 30 days of the ENGINEER's submittal of any invoice. ENGINEER agrees to submit with its invoice all supporting materials to CLIENT to document any Reimbursable Expenses. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance 30 days after the date of the original invoice; provided, that should an invoice be disputed, or a Reimbursable Expense does not have supporting documentation and is deemed by CLIENT to not be reasonable, CLIENT reserves the right to not pay such amount until the dispute is resolved, during which time no Finance Charge shall be incurred.
- 6.2 The ENGINEER may, upon seven days' written notice, suspend services if CLIENT fails to make payments, subject to the terms in this Section 6.
- 6.3 No deductions shall be made from the ENGINEER's compensation on account of penalty or other reasonable sums withheld from payments to ENGINEER's Contractors.

- 6.4 Hourly Rates and Reimbursable Expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER when such rates provide the basis for the ENGINEER's compensation. If Hourly Rates or Reimbursable Expenses change during the course of this Agreement in accordance with this Section, ENGINEER agrees to provide CLIENT written notice of such change prior to incurring fees or expenses at the revised rates. ENGINEER agrees to cooperate with CLIENT to revise the Statement of Services or Compensation and Payment schedule if necessary as a result of the revised rates.
- 6.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

## 7.0 GENERAL PROVISIONS

- 7.1 Any work, writings, findings, graphics, images, drawings, specifications, documents, plans, information or other data that clearly relate to the Project and which are provided by ENGINEER to CLIENT under this Agreement in the course of performing the services for the Project (the "Work Product") are for the benefit of CLIENT, and ENGINEER hereby assigns all right, title and interest to such Work Product to the CLIENT. To the extent any part of the Work Product or information provided by ENGINEER under this Agreement is based on, incorporates, or is an improvement or derivative of, or cannot otherwise be fully exploited without violating intellectual property rights owned by or licensed to ENGINEER (or any party involved in the Project) and is not assigned hereunder, ENGINEER hereby grants to CLIENT and its successors and assigns a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, transferable license to exploit and exercise all such intellectual property rights in support of the CLIENT's exercise or exploitation of the Work Product. The ideas, concepts, know-how, or techniques developed by ENGINEER or CLIENT in the course of this Agreement may be used by either party without obligation. All Drawings, Specifications and other work data of the ENGINEER that existed prior to this Agreement that were employed by ENGINEER for this Project are instruments of service for this Project and shall remain the property of the ENGINEER whether the Project is completed or not. Except as provided above in this section, the CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the prior written permission of the ENGINEER.
- 7.2 Neither the CLIENT nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other. Any unauthorized changes to the Work Product shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized changes of the ENGINEER's Work Product by the CLIENT. ENGINEER represents that all services performed by ENGINEER and any Work Product provided by ENGINEER pursuant to this Agreement will not infringe or constitute a misappropriation of any right of any third party.
- 7.3 This Agreement may be terminated by either party by 15 days' written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, unless the breach is cured within the notice period after written notice of the breach to the breaching party. CLIENT may also terminate this Agreement at any time, with or without cause, upon 15 days' notice, without penalty. If this Agreement is terminated by CLIENT without cause, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses. On or before the date of termination of this Agreement, ENGINEER shall provide CLIENT with the Work Product, or other work produced or developed under this Agreement in an appropriate, readily usable form, and shall return any Client Information in its possession to CLIENT, with the exception that some Client Information ENGINEER will need to retain to comply with professional standards.



- 7.4 This Agreement and the exhibits attached hereto represent the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.
- 7.5 Any dispute or claim arising out of this Agreement shall be determined as follows: CLIENT and ENGINEER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, ENGINEER and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the parties. This Agreement shall be governed by the laws of the State of California. For purposes of litigating any dispute that arises from this Agreement, the parties agree to submit and consent to the state or federal courts sitting in Los Angeles County, California.
- 7.6 Should litigation occur between the two parties relating to the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, and court costs, to the extent allowed by law, as well as reasonable attorney's fees incurred by the prevailing party, shall be paid by the non-prevailing party to the prevailing party.
- 7.7 Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 7.8 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 7.9 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning temporary retainment of excavations and any erection methods and temporary bracing.
- 7.10 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.
- 7.11 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the CLIENT.
- 7.12 (a) The parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.
- (b) Neither party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.

7.13 Nothing contained in this Agreement shall be construed as an employment or agency relationship, partnership or joint venture between the parties. ENGINEER is an independent contractor and shall have no authority to bind or represent CLIENT. ENGINEER acknowledges that CLIENT has no obligation to withhold any income or other payroll taxes and ENGINEER is solely responsible for compliance with all state, federal and local laws pertaining to withholding and payment of taxes.

7.13 Sections 3, 7.1, 7.2, 7.4, 7.5, 7.6, 7.7, 7.8, 7.12, 7.13, and 8 shall survive the termination of this Agreement.

**8.0 NOTICES**

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

CLIENT:	Los Cerritos Wetlands Authority
	100 N. Old San Gabriel Canyon Rd
	Azusa, CA 91702
Attention:	Sally Gee
ENGINEER:	Moffatt & Nichol
	4225 E. Conant St.
	Long Beach, CA 90808
Attention:	Kim Garvey

Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

**Moffatt & Nichol**  
ENGINEER

**Los Cerritos Wetlands Authority**  
CLIENT

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

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

Name: Michael J. McCarthy

Name: Mark Stanley

Title: Vice President

Title: Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

STATEMENT OF SERVICES

See attached M&N letter proposal dated June 7, 2019



4225 E. Conant St.  
Long Beach, CA 90808

(562) 590-6500 Fax: (562) 424-7489  
www.moffattnichol.com

May 29, 2019  
*Revised June 7, 2019*

Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Rd.  
Azusa, CA 91702

**Attn:** Sally Gee

**Subject:** Fee Proposal for Review of Upper Los Cerritos Wetlands Mitigation Bank

Dear Ms. Gee

Per our discussion, this letter is to provide a proposed scope and fee for Moffatt & Nichol staff to review sections of the draft Bank Enabling Instrument (BEI) for the Upper Los Cerritos Wetlands Mitigation Bank. The specific BEI sections to be reviewed are the:

- BEI Agreement
- Interim Management Plan
- Long-Term Management Plan
- Conservation Easement Deed
- Endowment Fund Analysis / Property Analysis Record

This review would be completed for a fee not to exceed \$10,000 to be billed on a time-and-materials basis and using the attached labor rates. Based on my experience on establishing the Mitigation Bank for the City of Long Beach Colorado Lagoon, I would be the reviewer and my billing rate is Senior Engineer/Scientist.

Note: Moffatt & Nichol can provide additional support as needed such as reviewing other portions of the BEI, meeting with the LCWA staff, and/or participating in IRT telecons. These additional services would be discussed between LCWA and M&N before any work is initiated.

If you have any questions, feel free to call me at 562-317-3527. I look forward to working with you.

Sincerely,

MOFFATT & NICHOL

A handwritten signature in blue ink that reads "Kim Garvey".

Kim Garvey  
Coastal Engineer/Scientist

**EXHIBIT "B"**

COMPENSATION AND PAYMENT

Fee not to exceed \$10,000, to be billed on a time and materials basis, based on M&N letter proposal dated June 7, 2019 (Exhibit A)

August 1, 2019 – Item 12

RESOLUTION 2019 - 11

RESOLUTION OF THE LOS CERRITOS WETLANDS  
AUTHORIZING EXECUTION OF AGREEMENTS FOR LEGAL  
AND PROFESSIONAL SERVICES CONTRACTS RELATING TO  
THE LAND TRANSFER AGREEMENT AND UPPER LOS  
CERRITOS WETLANDS MITIGATION BANK

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 LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; 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 the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
2. FINDS that this action is consistent with the purposes and objectives of the LCWA.
3. ADOPTS the staff report dated August 1, 2019.
4. AUTHORIZES and RATIFIES execution of agreements for legal and professional services contracts relating to the land transfer agreement and Upper Los Cerritos Wetlands Mitigation Bank with David Snow of RWG and Moffat and Nichol.

*~ End of Resolution ~*

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY  
on August 1, 2019

\_\_\_\_\_  
Sam Schuchat, Chair

ATTEST:

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