

## Los Cerritos Wetlands Authority

**Date:** September 29, 2025

**To:** LCWA Governing Board

**From:** Chad Oberly, Staff Services Manager 1

**Subject:** Item 10: Consideration of a resolution authorizing the Executive Officer to negotiate and enter a contract for Land Management, Administrative Services, and implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans

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### **Recommendation:**

That the Los Cerritos Wetlands Authority (LCWA) authorize the Executive Officer to negotiate and enter a contract for Land Management, Administrative Services, and implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans for an amount not to exceed \$84,000.

### **Project Description:**

Exhibit A: Request for Proposals

The LCWA released a Request for Proposals (RFP, Exhibit A) on August 22, 2025 for qualified firms to provide consultant services related to Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans within the Los Cerritos Wetlands Complex (LCW). The objective for this solicitation was to select a firm that will work in partnership with the LCWA staff, non-profit partners, and Joint Powers Authority partners for oversight of the Los Cerritos Wetlands. The RFP was emailed to over 40 firms registered with the Department of General Services (DGS) as small businesses or disabled veteran enterprises (SB/DVBE) who specialize in these types of work activities, and posted on the LCWA website. Potential proposers were given an opportunity to submit questions related to the RFP by August 28<sup>th</sup>, and no questions were received. The closing date for proposal submittal was September 15, 2025. The LCWA received proposals from two qualified firms by the deadline, Tidal Influence, and the Los Cerritos Wetlands Stewards.

The scope of work requested entails:

1. *Land Management Services*, including routine property patrols, property patrol reports, and identifying and redirecting non-beneficial uses and activities related to the Los Cerritos Wetlands. Activities also include acting as Land Manager for the 246.5 acres of LCWA properties.
2. *Stewardship Program Services*, including acting as the LCWA's Stewardship Program manager, which supports land management activities and includes coordinating all stewardship events and educational programming.

3. *Contract and Grant Management Services*, including administering and implementing contracts, grants awarded, in-lieu-fee programs and other restoration projects. This task requires 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.

4. *Project Management and Partner Coordination Services*, supporting planning and implementing restoration of the Los Cerritos Wetlands in line with developed plans. The consultant would 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

For a detailed description of all services requested, see Exhibit A: Request for Proposals, Section III. Scope of Work.

After comprehensive review by a panel of representatives from the Rivers and Mountains Conservancy and the State Coastal Conservancy, the firm with the high score was Tidal Influence, with score of 94.5 out of 100.

The average scores are as follows:

<b>Quality and Responsiveness of Proposal</b>	<b>Possible Points</b>	<b>Tidal Influence Average</b>	<b>LCW Stewards Average</b>
Recognition of overall concepts and objectives of Scope of Services	20	20	17
Responsiveness to requirements (Did the Proposal contain all the sections asked for in the RFP)	10	10	10
<b>Statement of Qualifications/Experience</b>			
Project Manager/ Senior individual responsible for delivery of services	15	15	13.5
Qualifications of personnel assigned to the project	5	4	4
Fee Schedule	5	3	2
Firm's experience with similar projects	10	9	5
Work plan for all services for the project	35	33.5	24
	<b>Total Average</b>	<b>94.5</b>	<b>75.5</b>

Upon board approval staff intend to enter contract negotiations with the highest scoring proposer, Tidal Influence. It is anticipated that a three-year contract will be negotiated, commencing Oct 1, 2025 through September 30, 2028, with two options for 1-year extensions of the contract. Should the parties fail to come to an agreement, the LCWA will begin negotiations with the next highest scoring proposer.

Tidal Influence has extensive experience and expertise to provide the LCWA with the necessary services outlined in the RFP. Tidal Influence team is led by a well-qualified Principal and a staff with years of experience conducting projects and programming in the LCW. This team is qualified to work collaboratively to meet all of the LCWA requirements in the RFP. Further, Tidal Influence have developed strong relationships with critical

LCWA partners, and Tidal Influence intends to continue utilizing these relationships to aid the LCWA in managing LCWA's properties.

**Background:**

The LCWA has found it a matter of public convenience and necessity to contract services for land management, stewardship programming, and project management since 2010, due to limited staff availability of the LCWA. It has been critical to advancing LCWA's goals for restoration, conservation, and public stewardship of the Los Cerritos Wetlands to contract with an experienced consulting firm. Additionally, the LCWA has found it to be cost effective and efficient to contract the services in the RFP. The LCWA has successfully contracted with Tidal Influence in the past to implement multiple contracts, grants, and stewardship programming with their technical expertise. Tidal Influence was founded with a mission of conserving and restoring all of Los Cerritos Wetlands and this consultant has been dedicated to building partnerships and implementing projects since 2009. In addition, Tidal Influence intends to continue providing the LCWA with quality land management services, while coordinating all stewardship programming and the administration of LCWA grant funded projects.

**Fiscal:**

The LCWA FY25/26 budget includes line-item funds for project management services. This contract will be paid from operations revenue that includes lease fees, annual JPA contributions, and administrative fees collected from various contracts and grants funding.

# Exhibit A: Request for Proposals



## **LOS CERRITOS WETLANDS AUTHORITY**

### **REQUEST FOR PROPOSALS – 2024-005**

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

Los Cerritos Wetlands Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702

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

Contact: Amanda Chan, [achan@rmc.ca.gov](mailto:achan@rmc.ca.gov)



# LOS CERRITOS WETLANDS AUTHORITY

Request for Proposals – RFP No. 2024-005

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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Exhibit A: Los Cerritos Wetlands Ownership Map

Exhibit B: Sample Contractor Agreement

Exhibit C: Signal Hill Oil Coastal Commission Development Permit (LCWA 08008)

Exhibit D: MOA Ascon Landfill RP's and Year 9 Budget

Exhibit E: RPOSD Year 6 Fee Estimate

## **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 **9:00 am September 15, 2025** 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 Synergy Oil Field properties containing approximately 175 acres. The LCWA was formed in February 2006 to address the complexities of acquiring and restoring these wetlands. The LCWA first purchased 67 acres from the Bryants, and later in 2010 purchased 100 acres from the Hellmans. In 2024 a land exchange agreement was executed with LCW LLC., an affiliate of Synergy Oil and Gas, resulting in the LCWA's acquisition of 76 acres including Steamshovel Slough. Currently the LCWA owns approximately 243 acres and leases and manages an additional 3.5 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 246.5 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 246.5 acres of LCWA properties which include: 67-acre LCWA Phase 1 (aka LCWA Central and Isthmus), 100-acre LCWA Phase 2 (aka LCWA Southern), the 3.5-acre State Lands Commission Parcel, and 76-acre Upper LCWA (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 Community Liaison 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 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. Activities include:
  - a. Develop quarterly 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.

The LCWA was awarded several contracts and grants to implement restoration, including: 1. Signal Hill Oil Coastal Commission Development Permit; 2. Ascon Landfill Tarplant Mitigation Project 3. 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;

- a. 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;
  - b. 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;
  - c. 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. Work associated with this RFP is expected to begin as soon as October 1, 2025.

#### **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 on the LCWA's website. 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 9:00 am September 15, 2025** to:

Amanda Chan, Contracts & Budgets Analyst  
[achan@rmc.ca.gov](mailto:achan@rmc.ca.gov)

cc: LCWA Inbox  
[info@rmc.ca.gov](mailto:info@rmc.ca.gov)

Questions regarding this RFP are welcome and shall be made in writing to Amanda Chan at the email above no later than **5:00pm, August 28, 2025**. Note that the LCWA's responses to questions and requests for clarifications will be shared with other potential proposers through the LCWA website no later than **5:00 pm September 3, 2025**. 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:**

Invoices shall be submitted consistent with the provisions of a scope of work outlined in a contract agreement. Invoices shall be submitted not more frequently than once a month, in arrears, with supporting documentation. Supporting documentation includes a description of services completed per the agreed upon budget (i.e., labor hours and rate) and all receipts (i.e., approved materials and expenses) for funds expended in the reporting period.

**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 shall be evaluated by a panel appointed by the LCWA 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**

## VII. PROPOSAL GENERAL INFORMATION

1. All Proposals become the properties of the LCWA upon receipt and will not be returned to the proposers. Costs incurred for developing Proposal and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to the LCWA or its JPA partners.
2. All Proposers' responses and cost information shall remain undisclosed until a successful firm is identified or, if all proposals are rejected, after rejection of all such Proposals; following that date, all Proposals shall be regarded as public records under the California Public Records Act (GC 6250 et seq) and subject to review by the public.
3. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. LCWA may waive an immaterial deviation in a Proposal. LCWA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
4. Proposer may withdraw its Proposal by submitting a written withdrawal request to LCWA, signed by its authorized agent. Proposer may thereafter submit a modified/new Proposal prior to the Proposal Submission Deadline. Proposal modifications offered in any other manner, oral or written, shall not be considered.
5. Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

A Pre-Award audit may also be performed by the LCWA, the Department of General Services, or their designated representative.

6. Prevailing Wages: Pursuant to Labor Code Section § 1774, the Contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract.

Copies of the prevailing rate of per diem wages are on file at the Department of General Services, which shall be made available to all interested parties. Additionally, these prevailing wage rates are available on the Department of Industrial Relations (DIR) website [here](#). For more information, visit the Prevailing Wage Requirements page of the DIR [here](#).

7. Notification of the Right to Protest:

Should a proposer claim the LCWA failed to follow the procedures specified in either subdivision (b) or (c) of PCC § 10344, protestant must submit the initial protest letter and a detailed, written statement of protest, including the RFP title/number, and LCWA contact information, to both of the following:

Los Cerritos Wetlands Authority  
Attn: Executive Officer  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702

8. LCWA does not guarantee, either expressly or by implication, that any work or services will be required under any contract issued as a result of this RFP.

9. Budget Contingency Clause: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years, and/or funding sources covered under any Agreements resulting from this RFP does not appropriate sufficient funds for the program, the Agreements shall be of no further force and effect. In this event, the LCWA or its JPA partners shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under the Agreements and Contractor shall not be obligated to perform any provisions of the Agreements.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel the Agreements with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount. This RFP's resulting Agreements shall be contingent upon approval of the Department of General Services (DGS), State Controller's Office, State Treasurer's Office, and/or any other entity required to approve the agreements.

10. All documents submitted in response to this RFP will become the property of the LCWA and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Copies of the bid packages may be returned only at the bidder's expense unless such expense is waived by the LCWA.

11. All notices, clarifications, and addenda to this RFP shall be posted on the LCWA website. It is the proposing Contractor's responsibility to monitor the website for all information regarding this RFP. LCWA is not responsible for sending individual notification(s) of changes or updates. It is the sole responsibility of the proposing Contractors to remain apprised of changes to this RFP.

Exhibit A: Los Cerritos Wetlands Ownership Map



**LCWA XXXX**

**AGREEMENT FOR CONSULTANT SERVICES**

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

BY AND BETWEEN

Los Cerritos Wetlands Authority (LCWA), a joint powers 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/ Firm]**, 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 services on the **[Project Name]**. The 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 powers 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 and Fee Schedule**. Additional details of the original Scope of Work, Consultant's experience, and Fee Schedule are attached as **Exhibit B - RFP Response**, for reference. 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 XXXX dollars (\$X).

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. The LCWA shall pay Consultant within thirty (90) 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 XXXXX, 20XX and shall terminate on XXXXX, 20XX, unless terminated sooner 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 "C", 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 employees, **XXXXXX as well as the Consultant's subconsultants, XXXXX**. The LCWA shall have the right to approve any person proposed by Consultant to replace that key employee or firm proposed to replace the subconsultants.

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. LCWA acknowledges that its alteration of Data or use of Data for any purpose other than the subject project without the express consent of Consultant is at LCWA's own risk and without liability to Consultant.

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 thirty (30) 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 thirty (30) 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.

17 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.

18. 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, and may be modified only by further written Agreement between the parties hereto.

19. 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 hold 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.

20. 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, Inc. 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, Inc., 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 \$2,000,000 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 State of 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 \$1,000,000 combined single limit per accident.

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

b. 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.

21. Ambiguity

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

22. 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.

23. 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.

24. 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.

25. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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. Notwithstanding any other provision, no fiduciary relationship is created under this Agreement.

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 (3) 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; 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.

37. 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.

38. 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

NAME

ADDRESS

CONTACT INFO

LCWA XXXXX

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

1. 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

Consultant

By \_\_\_\_\_

By \_\_\_\_\_

Mark Stanley

Consultant Signatory

## **EXHIBITS AND ATTACHMENTS**

- Exhibit A: Scope of Work and Fee Schedule
- Exhibit B: Consultant's RFP Response
- Exhibit C: LCWA's Representative
- Exhibit D: Consultant's Insurance
- Attachment A: Timeline, Tasklist and Deliverables

**Exhibit C: Signal Hill Oil Coastal Commission Development Permit  
(LCWA 08008)**

**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.

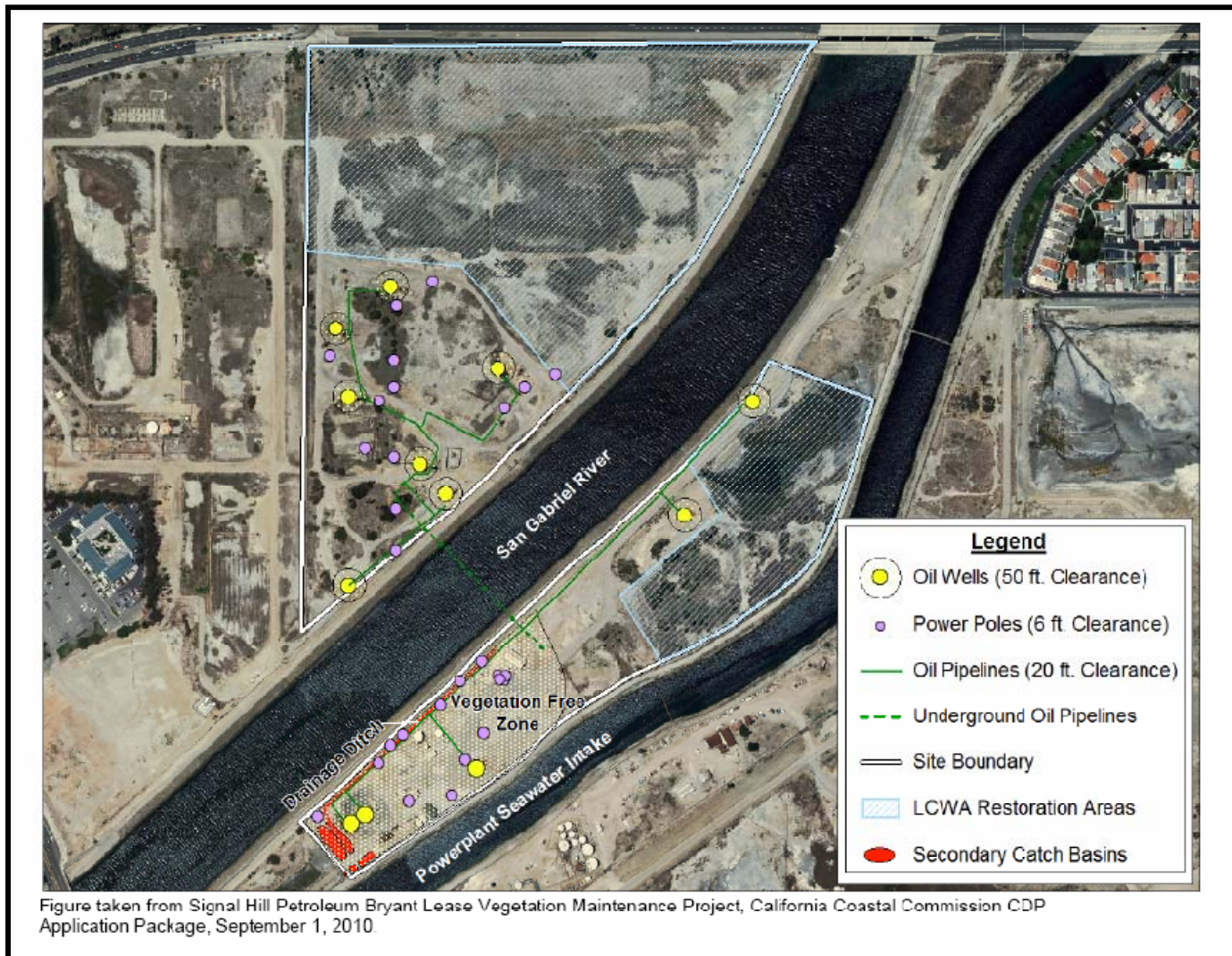
Dated: \_\_\_\_\_  
 By: \_\_\_\_\_

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:

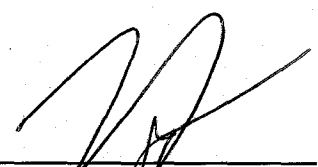
1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS staff report dated May 11, 2011.
4. AUTHORIZES 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

**Memorandum of Agreement Between Ascon Landfill Site Responsible Parties  
and  
Los Cerritos Wetland Authority**

This Memorandum of Agreement ("MOA") is entered into by and between the Ascon Landfill Site Responsible Parties ("Ascon RPs"), listed on **Exhibit A** and represented by Project Navigator, Ltd. ("PNL"), and the Los Cerritos Wetland Authority ("LCWA"). The Ascon RPs and the LCWA are sometimes referred to individually as a "Party," and collectively as the "Parties." The "Project" is defined as the approved workplan which will include a tasklist, timeline, and budget that will be developed by the LCWA and reviewed and approved by the Ascon RPs to comply with the Department of Toxic Substances Control's ("DTSC") approved Mitigation and Monitoring Reporting Programs ("MMRPs") for the Mitigated Negative Declaration Report that analyzed the Interim Removal Measure ("IRM") Workplan and the Final Environmental Impact Report that analyzed the Remedial Action Plan for the Ascon Landfill Site remedy. This MOA shall take effect when an executed copy of this MOA is delivered to LCWA by the Project Coordinator for the Ascon RPs.

**RECITALS**

**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; and

**WHEREAS**, the Ascon RPs are listed on **Exhibit A**, who are working under DTSC's oversight for the remediation of the Ascon Landfill Site located at 21641 Magnolia Street, Huntington Beach, California; which remediation includes offsite mitigation for southern tarplant populations disturbed during the proposed remedy and the prior IRM work; and PNL is the company representing the Ascon RPs; and

**WHEREAS**, on July 16, 2010, the Ascon RPs received the Interim Removal Measure mitigation requirement for southern tarplant (Addendum to Final Mitigated Negative Declaration for the IRM Workplan, Notice of Determination State Clearinghouse No. 2009101077), and on June 22, 2015, the RPs received the mitigation requirement for southern tarplants impacted during the remedial action (Final Environmental Impact Report, Notice of Determination State Clearinghouse No. 2013041010) from the DTSC for work performed at the Ascon Landfill Site in Huntington Beach; and as a condition of its IRM Mitigated Negative Declaration and Environmental Impact Report, the Ascon RPs are required to offset impacts to restore 189,774 southern tarplant individuals (the combined number of impacted tarplants from the IRM and final remedy) and to maintain them until it is shown that they are self-sustaining for two consecutive years; and

**WHEREAS**, the Ascon RPs and LCWA have proposed, and the DTSC has preliminarily approved, the Zedler Marsh Restoration Area as an appropriate restoration site for meeting the Ascon RP's obligations under the MMRPs; and

**WHEREAS**, the Ascon RPs will fund all restoration costs related to this Project, including an annual mitigation land use fee and a long-term endowment for the long-term management and maintenance of the Project once the project has achieved the required plantings; and the endowment will be determined at a time agreed by both parties; and

**WHEREAS**, the Funds are to be used by LCWA to undertake activities in the Los Cerritos Wetlands, specifically at Zedler Marsh, that will expand and create southern tarplant habitat and maximize the number of individual tarplants on site while balancing with existing native habitat ("Project"); and

**WHEREAS**, the LCWA will obtain all necessary regulatory permits and approvals for the Project, in accordance with the terms of this MOA; and

**WHEREAS**, the LCWA is not an agent, employee or representative of PNL or the Ascon RPs; and

**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**

The annual budget (**Attachment A**) for year 1 is estimated at \$96,070.00 and year 2 at \$62,410.00, with future Project costs to be negotiated on an annual basis until mitigation requirements are met. These budgets include an annual mitigation land use fee determined by an appraisal report completed on October 29<sup>th</sup>, 2016 (**Attachment B**). Funds will be transferred to the LCWA by PNL within 30 days of receipt of all invoices related to the implementation of the Project. Once the Project is completed and the Conservation Easement area has been determined, a one-time endowment will be negotiated that is expected to pay for future maintenance and land use fees (anticipated to be up to approximately \$10,000/year for maintenance and \$6,640/year for the land use fee), and those funds will be deposited into the LCWA interest bearing account, to be established and managed by the LCWA in a similar manner to the LCWA's existing endowments. A Property Analysis Record (PAR) will be performed in order to determine the long-term management costs for the conservation easement and calculate the endowment amount.

### **2.0 PROJECT IMPLEMENTATION**

The LCWA shall use all Funds transferred to it, including any accrued interest, for the Project. Funds transferred to the LCWA pursuant to this MOA may only be utilized to pay necessary fees, costs and expenses associated with the Project.

Within 45 days of the date on which this MOA is signed, the LCWA shall submit a workplan which will include a tasklist, timeline and budget for review and approval by the Ascon RPs.

LCWA will be responsible for obtaining all necessary permits, including a coastal development permit (if required), and shall carry out and complete the Project. Ascon RPs will not be liable to compensate the LCWA for any work that takes place without the proper permits or necessary permissions for the work to take place.

The LCWA will perform all monitoring and reporting for the Project. The Ascon RPs will be responsible for complying with all the requirements contained in the MMRPs and the corresponding Southern Tarplant Mitigation Plans (**Attachments 1 through 4**), including the submission of annual monitoring reports to DTSC. The LCWA shall make all accounting records available for examination by the Ascon RPs upon request.

A Conservation Easement will be placed on areas where the Project is implemented (**Attachment C**), and this easement is to be managed and maintained by the LCWA in perpetuity. Ascon RPs will not be liable to compensate the LCWA for any work that takes place in an area where a conservation easement cannot be placed.

### **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 Ascon RPs.

### **4.0 MISCELLANEOUS PROVISIONS**

#### **4.1 Good Faith**

The Parties agree in good faith to work to fulfill the objectives of this MOA. The LCWA and Ascon RPs may mutually grant an extension of any time 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 until the Project has achieved mitigation success, unless it is terminated or extended through an amendment, as provided in Section 4.2, above.

#### **4.8 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

Tamara Zeier, P.E.  
Ascon Landfill Site RP Project Coordinator  
Project Navigator, Ltd.  
One Pointe Drive, Ste 320  
Brea, CA 2821  
Telephone (714) 388-1804  
Facsimile (714) 388-1839

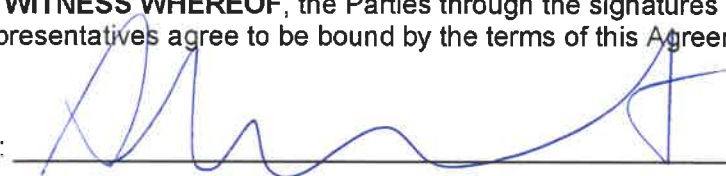
Luz Quinnell  
Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
Telephone: (626) 815-1019  
Facsimile: (626) 815-1269

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.

by:



Date

2/3/17

Sam Schuchat  
Los Cerritos Wetlands Authority  
Chair

by:



Date

1/31/17

Tamara Zeier, P.E.  
Project Navigator, Ltd.  
Ascon Landfill Site Responsible Parties Project Coordinator

**Exhibit A – Ascon Landfill Site Responsible Parties**

ATLANTIC RICHFIELD COMPANY

CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY

CONOCOPHILLIPS COMPANY

THE DOW CHEMICAL COMPANY

EXXON MOBIL CORPORATION

NORTHROP GRUMMAN SYSTEMS CORPORATION (successor to TRW Inc.)

SHELL OIL COMPANY

SOUTHERN CALIFORNIA EDISON COMPANY

**Attachment A – Budget for Years 1-2**

Attachment A - Budget for Years 1-2

Year 1

Task	SubTask	Hours	Rate	Cost	Project Equipment/Materials	Cost	Totals	
Planning, Design and Permitting	Update to STMPs	0	\$100.00	\$0.00				
	As Built Report	15	\$100.00	\$1,500.00				
	Project Signage Design	5	\$50.00	\$250.00				
	Coastal Development Permit Amend	15	\$75.00	\$1,125.00				
	Coordination with Land Owner/Lessee	15	\$100.00	\$1,500.00				
	Management/Maintenance Plan Development	25	\$75.00	\$1,875.00				
	Public Outreach	15	\$50.00	\$750.00				
	Restoration Project Design Plan	20	\$100.00	\$2,000.00				
		Subtotal		\$9,000.00		Subtotal	\$0.00	\$9,000.00
	Site Preparation	Soil Preparation	50	\$35.00	\$1,750.00	Tiller, soil amendment	\$2,500.00	
Irrigation System Installation		50	\$75.00	\$3,750.00	Irrigation Materials	\$3,500.00		
Initial weed control		50	\$35.00	\$1,750.00				
Perimeter Fencing & Signage Install		30	\$50.00	\$1,500.00	Fencing materials, Sign Printing	\$2,000.00		
		Subtotal		\$8,750.00	Subtotal	\$8,000.00	\$16,750.00	
Vegetation Installation	Seed Collection (if needed)	20	\$50.00	\$1,000.00				
	Seed Dispersal	20	\$50.00	\$1,000.00				
		Subtotal		\$2,000.00	Subtotal	\$0.00	\$2,000.00	
Annual Management/Maintenance	Bi-weekly Site Inspections and Memos	150	\$50.00	\$7,500.00				
	Weeding	500	\$35.00	\$17,500.00				
	Watering	200	\$35.00	\$7,000.00				
	Seed Collection and Dispersal	40	\$50.00	\$2,000.00				
	Repairs	20	\$50.00	\$1,000.00	Fencing, Irrigation repair materials	\$1,000.00		
		Subtotal		\$35,000.00	Subtotal	\$1,000.00	\$36,000.00	
Monitoring	1 Year Quarterly Monitoring	40	\$50.00	\$2,000.00				
	Annual project report	20	\$100.00	\$2,000.00				
			Subtotal	\$4,000.00	Subtotal	\$0.00	\$4,000.00	
Contingency			10%	\$5,875.00		\$900.00	\$6,775.00	
Project Management			20%	\$12,925.00		\$1,980.00	\$14,905.00	
Annual Land Use Fee				\$6,640.00			\$6,640.00	
Totals			Total	\$77,550.00	Total	\$11,880.00	\$96,070.00	

## Year 2

Task	SubTask	Hours	Rate	Cost	Project Equipment/Materials	Cost	Totals
Planning, Design and Permitting	Public Outreach	15	\$50.00	\$750.00			
	Coordination with Land Owner/Lessee	15	\$100.00	\$1,500.00			
			Subtotal	\$2,250.00		Subtotal	\$2,250.00
Annual Management/Maintenance	Bi-weekly Site Inspections and Memos	150	\$50.00	\$7,500.00			
	Weeding	500	\$35.00	\$17,500.00			
	Watering	200	\$35.00	\$7,000.00			
	Seed Collection and Dispersal	40	\$50.00	\$2,000.00			
	Repairs	20	\$50.00	\$1,000.00	Fencing, Irrigation repair materials	\$1,000.00	
			Subtotal	\$35,000.00		Subtotal	\$36,000.00
Monitoring	1 Year Quarterly Monitoring	40	\$50.00	\$2,000.00			
	Annual project report	20	\$100.00	\$2,000.00			
			Subtotal	\$4,000.00		Subtotal	\$4,000.00
Contingency			10%	\$4,125.00		\$100.00	\$4,225.00
Project Management			20%	\$9,075.00		\$220.00	\$9,295.00
Annual Land Use Fee				\$6,640.00			\$6,640.00
Totals			Total	\$54,450.00		\$1,320.00	\$62,410.00

**Attachment B – Restricted Appraisal Report, Los Cerritos Wetlands**

Attachment C - Budget for Year 9

**Year 9**

<b>Task</b>	<b>Subtask</b>	<b>Hours</b>	<b>Rate</b>	<b>Cost</b>	<b>Project Equipment/Materials</b>	<b>Cost</b>	<b>Totals</b>
<b>Workplan Coordination</b>							
	Coordination with Land Owner/Lessee	3	\$120.00	\$360.00			
				Subtotal		\$360.00	\$360.00
<b>Annual Management/Maintenance</b>							
	Monthly Site Inspections and Communications	75	\$60.00	\$4,500.00			
	Weeding	360	\$60.00	\$21,600.00			
	Watering	200	\$60.00	\$12,000.00			
	Seed Collection and Dispersal	40	\$60.00	\$2,400.00			
	Repairs	80	\$60.00	\$4,800.00	Fencing, Signage, Irrigation repair materials	\$1,504.00	
				Subtotal		\$45,300.00	\$46,804.00
<b>Monitoring</b>							
	Quarterly Photo Monitoring	24	\$100.00	\$2,400.00			
	Annual Tarplant Count	90	\$60.00	\$5,400.00			
	Annual project report	6	\$120.00	\$720.00			
				Subtotal		\$8,520.00	\$8,520.00
<b>Endowment</b>							
	Principal Restoration Ecologist	28	\$180.00	\$5,040.00			
	Associate Restoration Ecologist	28	\$120.00	\$3,360.00	1 Year PAR subscription	\$2,400.00	
				Subtotal		\$8,400.00	\$10,800.00
<b>Project Management</b>			20%	\$12,516.00			\$12,516.00
<b>Annual Land Use Fee</b>				\$7,000.00			\$7,000.00
<b>Totals</b>				Total		\$73,576.00	\$86,000.00
						Total	\$3,904.00



**Exhibit E: RPOSD Measure Year 6 Fee Estimate**

Measure A									
Year 6 Fee Estimate									
Staff		Field Technician II	Field Technician I	Materials					
Labor Rates (\$/hr)		\$80.00	\$60.00						
SCOPE OF WORK									
No.	Description				Total Hours	Total Fee Budgeted Per Task	Task No.	Materials Assumptions	
1	Trail and road maintenance and management	12	276	\$500.00		\$18,020.00	1	Decomposed granite for trail repairs, trail liner replacement, fuel for tools, replacement reflective road markers	
2	Vegetation maintenance and management	36	816	\$500.00		\$52,340.00	2	Plant cage material, soil, perlite & other soil amendments, irrigation repair materials	
3	Signage maintenance and management	0	24	\$500.00		\$1,940.00	3	Replacement signs, replacement signage installation materials & adhesives, protective UV spray, cleaning products	
4	Facilities maintenance and management	36	360	\$2,370.29		\$26,850.29	4	Sandpaper, sealant or paint, brushes, replacement grow space shades, irrigation repair materials, bench & table repair materials, graffiti removal supplies, replacement locks, grease, bolts, wire, posts, & other fence repair materials.	
<b>Labor Total Hours</b>		<b>84</b>	<b>1476</b>		<b>1,560.0</b>				
<b>Labor Total Cost</b>				<b>\$95,280.00</b>	<b>All Labor Costs</b>		<b>\$95,280.00</b>		
<b>Materials</b>				<b>\$3,870.29</b>	<b>All ODC/Expenses</b>		<b>\$3,870.29</b>		
<b>Total:</b>				<b>\$99,150.29</b>	<b>All Grand Total</b>		<b>\$99,150.29</b>		

Item 10

September 29, 2025

RESOLUTION 2025-08

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
AUTHORIZING THE EXECUTIVE OFFICER TO NEGOTIATE AND ENTER A  
CONTRACT FOR LAND MANAGEMENT, ADMINISTRATIVE SERVICES, AND  
IMPLEMENTATION OF THE LOS CERRITOS WETLANDS STEWARDSHIP  
PROGRAM AND RESTORATION PLANS

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, the LCWA released a Request for Proposals (RFP) on August 22, 2025 seeking land management services, Stewardship Program coordination, administrative services, and implementation of the Los Cerritos Wetlands Stewardship Program and restoration plans, and received proposals from two qualified firms; and

WHEREAS, it has been critical to advancing LCWA's goals for restoration, conservation, and public stewardship of the Los Cerritos Wetlands to contract with an experienced consulting firm.

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 the staff report dated September 29, 2025.
4. AUTHORIZES the Executive Officer to negotiate and enter a contract for land management, administrative services, and implementation of the Los Cerritos Wetlands Stewardship Program and restoration plans, for a contract period of 3 years with an option for two 1-year extensions.

~ End of Resolution ~

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS  
AUTHORITY on September 29, 2025.

Motion \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

\_\_\_\_\_  
Kristina Duggan, Chair

ATTEST:

\_\_\_\_\_  
John Natalizio  
Deputy Attorney General