

DATE: November 18, 2019

TO: RMC Governing Board

FROM: Mark Stanley, Executive Officer

SUBJECT: Item 18: Consideration of a Resolution authorizing the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy to approve a Professional Services Agreement with Studio MLA for the Compton Creek Planning and Implementation Project (RMC 19508)

PROGRAM AREA: Urban Lands

PROJECT TYPE: Professional Services Agreement Planning and Implementation

JURISDICTION: Compton Creek Watershed

PROJECT MANAGER: Marybeth Vergara

RECOMMENDATION: That the RMC Board approve a professional services agreement with Studio MLA in the amount of \$191,520 for the planning and implementation for the Compton Creek Planning and implementation project (RMC 19508)

PROJECT DESCRIPTION:

Exhibit A: Studio MLA Proposal
Exhibit B: Compton Creek Watershed Map

This action will approve a Professional Services Agreement between the RMC and Studio MLA for the Compton Creek Implementation Plan. This plan is a multi-objective effort to transform existing Compton Creek right of way (ROW) in Compton, into a world-class greenway in conjunction with identifying ways to upgrade and enhance Compton Creek's existing facilities. The Plan will build upon the Compton Creek Regional Garden Park Master Plan (2006) and will highlight connectivity with other planned active transportation components and green urban infrastructure projects throughout Compton.

One key outcome that is anticipated is the official designation of the community of Richland Farms, a historic equestrian community that serves as a reminder of the area's rural beginnings. Other key outcomes will resonate with Goals and Objectives from the many studies and planning efforts that have preceded this work including:

- Promote ecology and the environment
- Expand and enhance the Creek corridor
- Improve community and city amenities
- Design open spaces that will connect the community to Compton and the LA River

MLA will use information collected by the Project team to develop the implementation of the Plan. The Project team will include the office of Assemblymember Gipson, LA County Public Works, RMC and Studio MLA. Information shall include topographic surveys, utility information, development conditions, project program, project requirements, technical and legal information

about the site and Client (RMC) requirements as applicable. Scope of Services will be provided in six tasks including the following:

1. Project Management
2. Working Group Meetings
3. Research and Document Existing Planning Efforts
4. Research and Document Existing Conditions
5. Develop Implementation Plan and Concept Designs
6. Public Outreach and Community Meetings

See the attached Exhibit A: Studio MLA proposal; Exhibit B: Compton Creek watershed map

Exclusion to the Scope of Services includes items that will be performed as Extra Services and will be billed in addition to the agreed upon Scope of Services. This includes the following:

1. Topographic and bounty surveys, legal descriptions of property, soils testing, and arborist reports.
2. Revisions to the master plan concept design after their approval by the Client when such revisions arise out of a decision by the Client to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These extra services will be discussed with the Client and there is a fee associated with the revisions after approval. These changes are considered extra services and are to be compensated on an hourly basis.
3. Additional meetings or presentations.
4. Meeting materials or graphics materials other than outlined in the Scope of Work.
5. Physical models.
6. Engineering including structural, mechanical, electrical, plumbing, civil or geo-technical.

The timeline for this work is estimated to take approximately 9-12 months. If approved, Studio MLA will be under contract for this work which will begin in November 2019 through August 2020 (9 months). However, for the purposes of allocating sufficient time for the working group meetings and project identification and implementation, we will allocate 12 months for this Professional Services Agreement. November 2019-November 2020.

In April 2019, the RMC approved a list of consultants established from the Request for Qualifications (RFQ) for Consultant Services Retainer for the Los Angeles River Community Restoration & Revitalization Projects, including Green Incubator and Cultural Center.

The RFQ was released on December 5, 2018 with a submittal deadline of January 7, 2019. The RFQ's primary purpose was to establish a pool of individual consultants and firms who have been pre-screened for their relevant level of expertise in urban river community projects, outreach, incubator and urban river improvement programs and projects. Subsequently, those on the list are highly qualified and readily available to provide professional consulting services for various projects within the Lower Los Angeles River region to support the Lower LA Revitalization Plan (AB 530). Services will primarily focus on the Green Incubator and Lower LA River Ranger Implementation Project, but the list of individuals and firms may also be used for projects throughout the Lower Los Angeles River corridor. Studio MLA was ranked as number one on that list with an overall score of 199.0. The maximum overall score possible was 210 points.

See the attached scope of work submitted by Studio MLA for this work specific to Compton Creek. The scope includes their fee schedule specifying the hourly rates for employees, subcontractors, and services provided.

BACKGROUND: Compton Creek is a 42 square mile sub-watershed of the Lower Los Angeles River. The Confluence of the Compton Creek with the LA River takes place in North long Beach, just south of Del Amo Blvd. The Creek itself has a box channel through most of the 3.75 miles of the Creek, with the exception of the soft-bottom section adjacent to the Crystal Casino just north of Artesia Blvd in Compton adjacent to the existing Gateway Shopping Center.

In Spring 2019, Assemblymember Mike Gipson, AD-64 whose district includes the City of Compton, made a successful budget request of \$3 million for the planning and implementation of improvements in and around the Compton Creek. The funding was directed to be managed by the RMC since our territory includes the entire Compton Creek watershed. The goal for this funding is to establish a working group including local and regional stakeholders that will identify and prioritize projects that can be implemented using these funds. This working group will include the city, local NGO's who work in the City, LA County Department of Public Works, LA County Department of Parks and Recreation, the Army Corps of Engineers (where appropriate), and other local stakeholders who will be invited to participate in this process.

FISCAL INFORMATION: Funding for the contracts resulting from the Request for Qualifications will be allocated from local assistance for Los Angeles River Community Restoration and Revitalization Projects and the statute from multiple fund sources, including Proposition 1, Proposition 68, and Budget Act of 2018 allocations. Funding for this project allocated from the following:

Proposition 1, Chapter 188, Statutes of 2014

Water Quality, Supply, and Infrastructure Improvement Act of 2014 allocations, Chapter 6 under statute:

79735 (a) of the funds authorized by Section 79730, one hundred million dollars (\$100,000,000) shall be available, upon appropriation by the Legislature, for projects to protect and enhance an urban creek, as defined in subdivision (e) of Section 7048, and its tributaries pursuant to Division 22.8 (commencing with Section 79508).

Proposition 68, Chapter 852 Statues of 2017

California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 allocations, Chapter 8, under statute:

80100(a)(1)(B) thirty-seven million five hundred thousand (\$37,500,000) shall be available to the San Gabriel and Lower Los Angles Rivers and Mountains Conservancy.

General Fund via Budget Act of 2019 (AB 74),

0540-101-0001 For local assistance, Secretary of the Natural Resource
(j) Compton Creek Watershed Planning-County of Los Angeles (3,000,000)

LEGISLATIVE AUTHORITY AND RMC ADOPTED POLICIES/AUTHORITIES: The Rivers and Mountains Conservancy (RMC) statute provides in part that:

Section 32602: There is in the Resources Agency, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, which is created as a state agency for the following purposes:

- (a) To acquire and manage public lands within the Lower Los Angeles River and San Gabriel River watersheds, and to provide open-space, low-impact recreational and educational uses, water conservation, watershed improvement, wildlife and habitat restoration and protection, and watershed improvement within the territory.
- (b) To preserve the San Gabriel River and the Lower Los Angeles River consistent with existing and adopted river and flood control projects for the protection of life and property.
- (c) To acquire open-space lands within the territory of the conservancy.

Section 32604: The conservancy shall do all of the following:

- (a) Establish policies and priorities for the conservancy regarding the San Gabriel River and the Lower Los Angeles River, and their watersheds, and conduct any necessary planning activities, in accordance with the purposes set forth in Section 32602.
- (b) Approve conservancy funded projects that advance the policies and priorities set forth in Section 32602.
- (d) To provide for the public's enjoyment and enhancement of recreational and educational experiences on public lands in the San Gabriel Watershed and Lower Los Angeles River, and the San Gabriel Mountains in a manner consistent with the protection of lands and resources in those watersheds.

Section 32614: The conservancy may do all of the following:

- (b) Enter into contracts with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties, and enter into a joint powers agreement with a public agency, in furtherance of the purposes set forth in Section 32602.
- (e) Enter into any other agreement with any public agency, private entity, or person necessary for the proper discharge of the conservancy's duties for the purposes set forth in Section 32602.
- (f) Recruit and coordinate volunteers and experts to conduct interpretive and recreational programs and assist with construction projects and the maintenance of parkway facilities.

Further, Section 32614 provides that: The conservancy may do all of the following:

- (g) Undertake, within the territory, site improvement projects, regulate public access, and revegetate and otherwise rehabilitate degraded areas, in consultation with any other public agency with appropriate jurisdiction and expertise, in accordance with the purposes set forth in Section 32602. The conservancy may also, within the territory, upgrade deteriorating facilities and construct new facilities as needed for outdoor recreation, nature appreciation and interpretation, and natural resources projection. The conservancy may undertake those projects by itself or in conjunction with another local agency; however, the conservancy shall provide overall coordination of those projects by setting priorities for the projects and by ensuring a uniform approach to projects. The conservancy may undertake those projects with prior notification to the legislative body of the local agency that has jurisdiction in the area in which the conservancy proposes to undertake that activity.

Section 32614.5:

- (a) The conservancy may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of this division.
- (b) Grants to nonprofit organizations for the acquisition of real property or interests in real property shall be subject to all of the following conditions:

- (1) The purchase price of any interest in land acquired by the nonprofit organization may not exceed fair market value as established by an appraisal approved by the conservancy.
 - (2) The conservancy approves the terms under which the interest in land is acquired.
 - (3) The interest in land acquired pursuant to a grant from the conservancy may not be used as security for any debt incurred by the nonprofit organization unless the conservancy approves the transaction.
 - (4) The transfer of land acquired pursuant to a grant shall be subject to the approval of the conservancy and the execution of an agreement between the conservancy and the transferee sufficient to protect the interests of the state.
 - (5) The state shall have a right of entry and power of termination in and over all interests in real property acquired with state funds, which may be exercised if any essential term or condition of the grant is violated.
 - (6) If the existence of the nonprofit organization is terminated for any reason, title to all interest in real property acquired with state funds shall immediately vest in the state, except that, prior to that termination, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property, by recording its acceptance of title, together with the conservancy's approval, in writing.
- (c) Any deed or other instrument of conveyance whereby real property is acquired by a nonprofit organization pursuant to this section shall be recorded and shall set forth the executor interest or right of entry on the part of the state.

Resolution 2019-13 was approved by the RMC Board on April 29, 2019. This resolution approved the consultant services retainer for the Los Angeles River community restoration and revitalization projects, including the green incubator and cultural center.

STUDIO-MLA

251 South Mission Road Los Angeles, California 90033 T. 213 384 3844 studio-mla.com

October 31, 2019

Ms. Marybeth Vergara
Rivers & Mountains Conservancy

Via email

Re: Proposal to provide Professional Landscape Architectural Consulting Services for
Compton Creek Implementation Plan

Dear Marybeth:

Studio-MLA is pleased to be asked for professional consulting services for the Compton Creek Implementation Plan.

The following is our proposal and related information regarding the scope of work.

We are looking forward to a creative and successful collaboration with you and the design team. Please feel free to contact Jan Dyer or myself to discuss the content of this proposal and with any questions you might have. We look forward to this very exciting project.

Best Regards,



Mia Lehrer, President
MLA Green, Inc., a California Corporation
d.b.a.: Studio-MLA

PROPOSAL FOR CONSULTING SERVICES

This agreement is by and between Rivers & Mountains Conservancy (RMC), Azusa, CA and MLA Green, Inc. (MLA), Los Angeles, California. The Consultant shall provide to the Client professional services for landscape architectural scope for the Compton Creek Implementation Plan project.

PROJECT DESCRIPTION

The Compton Creek Implementation Plan (Plan) is a multi-objective effort to transform existing Compton Creek right of way (ROW) in Compton, CA into a world-class greenway in conjunction with identifying ways to upgrade and enhance Compton Creek's existing facilities. The Plan will build upon the Compton Creek Regional Garden Park Master Plan (2006) and will highlight connectivity with other planned active transportation components and green urban infrastructure projects throughout Compton.

The Plan will accelerate development of greenway design standards and create cooperative agreements with other agencies to expedite project delivery for shovel ready projects. This approach will enable simultaneous implementation of high priority greenway projects while ensuring consistency with the broad master planning of the Implementation Plan.

Site Information

MLA shall utilize information collected by the project team to develop the Implementation Plan. Information shall include topographic surveys, utility information, development conditions, project program, project requirements, technical and legal information about the site and Client requirements as applicable prior to the start of the work.

SCOPE OF SERVICES

Services shall be provided in six tasks. MLA scope and related fees are based on a 9-month project schedule for MLA participation. MLA shall proceed with the work of each task only upon authorization by RMC. MLA's work will include:

Task 1 – Project Management (ongoing)

Studio-MLA will lead all project management and teamwide coordination for the duration of this study.

1. Task 001: Project Management and Coordination
2. Task 002: Kick off Meeting
3. Task 003: Presentations to Project partners and decision-making bodies
4. Task 004: Project Close-out Meeting

Task 2 – Working Group Meetings (ongoing)

The Working Group shall consist of 12-15 individuals representing the Compton community. Studio-MLA will establish all meetings at the outset of the study on the overall project schedule. Meetings will include working group meetings (minimum three, maximum four), teamwide meetings, stakeholder meetings, and community outreach meetings.

1. Task 001: Facilitation of Working Group Meetings

2. Task 002: Quarterly Steering Committee Meetings, including meeting agendas and documentation, to review all materials to be shared with the Working Group and community

Task 3 – Research and Document Existing Planning Efforts (4 weeks)

Studio-MLA to review all existing documentation on Compton Creek, including the 2006 Master Plan. All potential projects to be identified and catalogued, including completed or in-progress projects.

1. Task 001: Compilation of Studies
2. Task 002: Review of identified projects and compilation of a matrix outlining projects, program elements, potential cost, ease of implementation and regulatory requirements
3. Task 003: Identification of completed or in progress projects

Task 4 – Research and Document Existing Conditions (4 weeks)

As new projects are identified, Studio-MLA will conduct site visits of each location to document all existing conditions.

1. Task 001: Site visit with Working Group and documentation of existing conditions
2. Task 002: Constraints and Opportunities Analysis
3. Task 003: Mapping of existing conditions and context
4. Task 004: Mapping of planning and potential projects

Task 5 – Develop Implementation Plan and Concept Designs (12 weeks)

Upon complete identification of each project, Studio-MLA will produce an implementation plan that strategizes priority, ease of completion, overall process, and estimated timeframe.

1. Task 001: Project Prioritization
 - a. Based on ease of implementation and feedback received from the community and stakeholders identify projects prioritized for implementation
2. Task 002: Implementation Strategy
 - a. Identify process necessary and potential timeframe for implementation of top twelve project identified
3. Task 003: Concept Design
 - a. Provide conceptual designs for up to three early implementation projects
4. Task 004: Cost Estimation
 - a. Provide cost estimates for the identified early implementation projects
 - b. Identify funding for implementation projects
5. Task 005: Construction Drawings
 - a. Fee for construction documentation to be provided upon project identification.

Task 6 – Public Outreach and Community Meetings (ongoing)

Studio-MLA will lead community outreach and compile all received feedback. Studio-MLA will prepare materials for each meeting.

1. Task 001: Identify established, local community leaders and organizations
2. Task 002: Two community meetings to share the project information and to solicit feedback
3. Task 003: Attendance at two community meetings by two MLA staff
4. Task 004: Preparation of materials including boards and PPT presentation for the community meetings
5. Task 005: Attendance at key stakeholder meeting by two MLA staff
6. Task 006: Preparation of Outreach Toolkit for use by Working Group, Stakeholders, and community members.

FEES FOR PROFESSIONAL SERVICES

Compensation:

Task 1	\$42,080.00
Task 2	\$13,560.00
Task 3	\$30,760.00
Task 4	\$18,940.00
Task 5	\$64,880.00
Task 6	<u>\$20,300.00</u>
 Total:	 \$191,520.00

Reimbursables expenses are excluded.

Personnel	Role/Title	Billing Rate	Hours
Mia Lehrer	Design Director	\$250	8
Jan Dyer	Project Manager	\$185	200
Matt Romero	Project Coordinator	\$135	712
Project Designer	Project Support	\$100	564

Invoices shall be issued on a percentage of completion on a per phase basis. Monthly payments reflect progress payments for work completed. Reimbursable expenses as described below will be billed in addition to professional fees and are due upon receipt of invoice.

Work will go on hold if payment is not received within 30 days of invoice date. If work is on hold for more than one month, there will be a re-start fee of \$ 5,000.00.

REIMBURSABLE EXPENSES

Reimbursable expenses will be in addition to the above and billed at cost plus a 15% processing fee and shall include but not be limited to:

- A. Copies or reproductions including drawings, booklets, boards, reports, meeting handouts, and renderings furnished or prepared in connection with this Agreement. Printing of designated quantities of materials per scope document.
- B. Postage, shipping, delivery and messenger expenses other than first class mail.
- C. International telephone and teleconference charges.
- D. Parking, shared ride, transit and mileage costs for meetings and site visits.
- E. All travel including taxis, shuttles, meals, hotel, airfare, and visas as applicable.
- F. Presentation quality perspectives/illustratives or physical models.

EXCLUSION TO THE SCOPE OF SERVICES

The following services are not included within the scope of services for this Agreement:

1. Provision of topographic and bounty surveys, legal descriptions of the property, soils testing, and arborist reports.
2. Revisions to the master plan concept design after their approval by the Client when such revisions arise out of a decision by the Client to modify the project program or budget and when such revisions are not the result of actions by the Consultant or could not have reasonably been foreseen by the Consultant. These extra services will be discussed with the Client and there is a fee associated with the revisions after approval. These changes are considered extra services and are to be compensated on an hourly basis.
3. Additional meetings or presentations.
4. Meeting materials or graphics materials other than outlined above
5. Physical models.
6. Engineering including structural, mechanical, electrical, plumbing, civil or geo-technical.

If the Client requests these services or other services not described under Scope of Services; and if the Consultant consents to perform them, they will be performed as Extra Services.

TERMS AND CONDITIONS

Extra services shall be performed only with approval by the Client and shall be billed on an hourly basis subject to the same rates and conditions as fees for professional services.

Accounts are payable upon receipt of invoice at the office of the Consultant. Any and all amounts not paid 30 days after the invoice date shall bear interest from the due date until paid at the prevailing legal rate.

Contract Duration It is assumed the scope of work will be completed by August 2020. If the project duration extends beyond this period Consultant fees will be adjusted accordingly.

Credits and Acknowledgement The Consultant shall be given proper credit and acknowledgment for all services. Proper credit shall be defined as being named by the Client and/or his agents in such circumstances as project signs, published articles, brochures, and similar documents. Studio-MLA reserves the right to remove its name from the project if the design intent, as set forth in the master plan and design development documents, is not carried out in later phases of the project.

Ownership of Documents Original drawings and other documents including models, as instruments of service, are the property of the Consultant. They shall not be used on other projects before notifying proper parties. Reproducible copies of final documents shall be furnished to the Client upon request, provided that Client has fully paid Consultant all fees owed under this agreement. All the design documents and materials produced for this project are protected by standard U.S. copyright laws, and remain the property of Consultant. Client shall have an irrevocable license to use the instruments of service for this specific project upon completion of the project and full and final payment by Client.

Successors and Assigns It is mutually understood that this Agreement shall be binding upon the Client and his successors and assigns and upon the Consultant and his successors and assigns. Neither party shall assign or transfer its interest in this Agreement or any part thereof without the written consent of the other party.

Termination The terms of this contract if not signed by both parties are only valid for up to two months from the date of this contract. Beyond that date, this contract is no longer valid and a new contract will have to be drafted. It is mutually understood that the services described in this Agreement may be terminated upon 10 days written notice at the discretion of the Client or the Consultant. In the event of termination the Consultant shall be compensated as set forth herein for all work performed and reimbursable costs prior to the date of termination.

Dispute Resolution Client and landscape architect agree to mediate claims or disputes or other matters arising out of or relating to this Agreement. The mediation shall be decided by a mediation service experienced in handling construction disputes. A demand for mediation shall be made within a reasonable time after such claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the application law.

The parties will share equally the cost of the mediator's services. A party's failure to use the dispute resolution procedures specified in this section shall bar that party from seeking recovery of damages for delay or to recover its attorney's fees and costs incurred in any legal proceeding arising out of any alleged breach of this Agreement

Should any legal proceeding be commenced between the parties to this Agreement related to unpaid fees, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees, such shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, 'prevailing party' shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

Hold Harmless In the event that the Consultant's assumptions, made in good faith, prove to be incorrect, the Owner agrees that the Consultant shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions. The Client further agrees to indemnify, hold harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising as a result of concealed or unknown conditions, except where the Consultant is found to be solely liable as between the parties hereto as well as between any other persons, firms or legal entities for such damages or losses by a court or forum of competent jurisdiction. Client also agrees to hold Consultant harmless from any failure of Client to follow a recommendation of Consultant.

In recognition of the relative risks and benefits of the project to the parties, Client agrees to limit Consultant's total liability to Client and its principals, officers, directors, employees, agents, subcontractors, other consultants,

owners of the property, and any other third party, including successors and assigns, from and against any liabilities (including costs, attorneys' fees, and expert witness fees), such that Client's total liability shall not exceed the amounts remaining on its Professional Liability insurance policy. This limitation shall not preclude Client from seeking amounts from other consultants. Client also agrees that no claims will be brought against the individuals associated with Consultant, and shall only be brought against Consultant's corporate entity. This limitation of liability includes, but is not limited to, allegations of negligence, indemnity, breach of contract, or any other tort.

Consequential Damages - The Client and Consultant mutually waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement or any work on this Project.



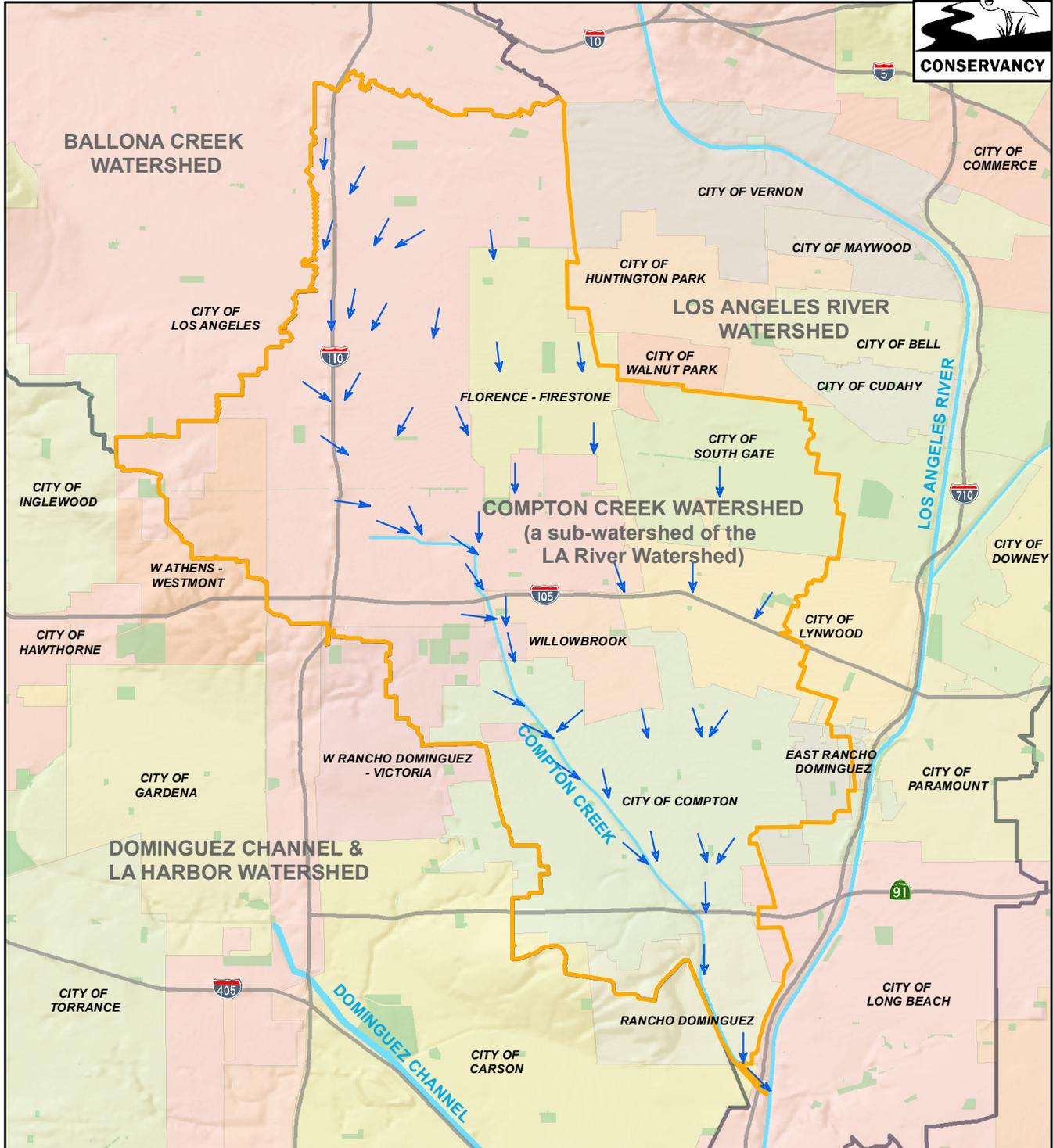
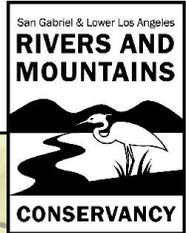
October 31, 2019

Mia Lehrer, President

Date

MLA Green, Inc., d.b.a.: Studio-MLA

COMPTON CREEK WATERSHED



November 18, 2019 – Item 18

RESOLUTION 2019-40

RESOLUTION OF THE SAN GABRIEL AND LOWER LOS ANGELES
RIVERS AND MOUNTAINS CONSERVANCY (RMC) APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH STUDIO MLA FOR
THE COMPTON CREEK PLANNING AND IMPLEMENTATION
PROJECT (RMC 19508)

WHEREAS, the legislature has found and declared that the San Gabriel River and its tributaries, the Lower Los Angeles River and its tributaries, and the San Gabriel Mountains, Puente Hills, and San Jose Hills constitute a unique and important open space, environmental, anthropological, cultural, scientific, educational, recreational, scenic, and wildlife resource that should be held in trust to be preserved and enhanced for the enjoyment of, and appreciation by, present and future generations; and

WHEREAS, the State of California has authorized an expenditure of funds from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for capital outlay and local assistance multi-benefit grants for ecosystem and watershed protection and restoration projects; and

WHEREAS, the State of California has authorized an expenditure of funds from Proposition 68, the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for capital outlay and local assistance for multibenefit grants for ecosystem and watershed protection and restoration projects, to create and improve parks and recreation areas, wildlife and ecological areas, trails, and natural areas, and greening urban areas; and

WHEREAS, the State of California has authorized an expenditure of local assistance funds enacted in the Budget Act of 2018 (Senate Bill No. 840) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for local assistance for the Los Angeles River Community Restoration and Revitalization Projects; and,

WHEREAS, the RMC may award grants to local public agencies, state agencies, federal agencies, and nonprofit organizations for the purposes of Division 22.8 the Public Resources Code; and

WHEREAS, the RMC issued a Request for Qualifications (RFQ) to establish a list of individual consultants and firms to provide professional consulting and/or contracting services to support the Los Angeles River Community Restoration & Revitalization Projects, including Green Incubator and Cultural Center; and

WHEREAS, Studio MLA was one of several firms on that list with a score of 199.0 and is therefore approved to work on this project since Compton Creek is a tributary of the Los Angeles River; and

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

Therefore be it resolved that the RMC hereby:

Resolution No. 2019-40

- 1 FINDS that this action is consistent with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Act and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code.
- 2 FINDS that this action is consistent with the Lower Los Angeles River Working Group and Lower Los Angeles Revitalization Plan and is necessary to carry out the purposes and objectives of Division 22.8 of the Public Resources Code, relating to the Los Angeles River.
- 3 FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
- 4 ADOPTS the staff report dated November 18, 2019.
- 5 AUTHORIZES the RMC to approve a Professional Services Agreement with Studio MLA for the Compton Creek Planning and Implementation Project in the amount of \$191,520.00 for a time frame of 12 months through November 30, 2020.

~ End of Resolution ~

Passed and Adopted by the Board of the
SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS
CONSERVANCY on November 18, 2019.

Motion _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Frank Colonna, Chair

ATTEST: _____
David Edsall
Deputy Attorney General