



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

REQUEST FOR PROPOSALS FOR RESOURCE MANAGEMENT PLAN, PUBLIC ACCESS PLAN, & COASTAL RESILIENCE STRATEGY NEWPORT BEACH, CA

January 12, 2024

The Mountains Recreation and Conservation Authority (MRCA) as titleholder and Coastal Corridor Alliance (CCA) (dba Banning Ranch Conservancy¹) as a project partner, request proposals from professional, highly experienced consultants to develop a (1) Resource Management Plan (RMP) which contains a Public Access Plan (PAP) and (2) Coastal Resilience Strategy (CRS) for the Frank and Joan Randall Preserve/Genga [Tribal Name To Be Determined] located in Newport Beach, CA. The proposals must include support for robust public engagement, along with site specific studies, nature-based solutions, and identification of restoration opportunities as required for plan development.

Background

In December 2022, the Trust for Public Land (TPL), MRCA and then Banning Ranch Conservancy (now CCA) completed the acquisition of 387-acres of the property formerly known as Banning Ranch. The land is primarily located in unincorporated Orange County, between the cities of Costa Mesa, Newport Beach and Huntington Beach. The tribal and local community's decades-long advocacy and TPL's six-year, \$97 million conservation campaign helped protect Banning Ranch. This allowed a new chapter of community driven public and tribal access and future restoration on what was considered the last large, unprotected coastal property in Southern California.

A generous donation from Frank and Joan Randall provided the catalyst funding for the land purchase, along with public funds from the Wildlife Conservation Board, California Natural Resources Agency, State Coastal Conservancy, state budget, and the California Department of Fish and Wildlife (CDFW). The land acquisition agreement placed MRCA as titleholder with the requirement to develop a Property Management Plan, that encompasses an RMP and Tribal Access and Engagement Plan (TAEP) that both collectively inform a PAP. Project partner, CCA, received partial funding for several of these plans, but those grant requirements further add a separate, but related Coastal Resilience Strategy. MRCA has until December 2025 to develop these plans.

The previous oil operator is presently undertaking a two-to-three-year process of remediation under oversight by the Santa Ana Regional Water Quality Control Board (SARWQCB) including removal of oil infrastructure from the property that incorporates brownfield bioremediation. During this time, no public access is allowed.

¹ In January 2024, Banning Ranch Conservancy expanded its geographic scope, mission, and vision to a broader geography along the coast and Santa Ana River mouth. Its new name is Coastal Corridor Alliance.

Project Address

Frank & Joan Randall Preserve/Genga [Tribal Name TBD]
1080 W. 17th Street Costa Mesa, CA 92627 (Primary access point)

Contact

Julien Buenaventura, MRCA Project Manager
Phone: (323) 221-9944 ext. 104
Email: Julien.Buenaventura@mrca.ca.gov

Attachments

This RFP consists of this memo and the following attachments:

- 1) Project Information
- 2) Submittal Requirements
- 3) Scope of Work
- 4) Sample Agreement
- 5) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
- 6) Certification Regarding Lobbying

Site Access

The property is not open to the public. A single date for a site visit for bidders will be coordinated but limited to one to two people per Consultant Team. A site visit is not mandatory to submit a bid. Please notify contact, listed above, if you wish to participate in this site visit.

Site access, even during the planning process, will need to be coordinated with the oil remediation team providing a minimum of 48 hours' notice of any site visits. Further, with well decommissioning and remediation ongoing, maps will be provided that may limit or modify available road and trail access throughout the property and for the duration of the plan development.

Questions

Direct all questions to the contact information listed above before 5:00 pm on Monday, January 22nd, 2024. All clarifications will be made by e-mail and provided by Tuesday, January 30th, 2024. It is the respondent's responsibility to obtain the clarifications. Clarifications will also be posted online on MRCA's website (<http://mrca.ca.gov/about/bid-on-a-project/>) with the RFP documents.

Proposal Submissions

Please provide your narrative, background information, project team, proposed fees, timeline, and other items as described in Attachment 2 as a single PDF file.

Proposals are due by **5:00 PM on Thursday, February 8, 2024**, and should be e-mailed to the email address listed above. Late submissions will not be accepted.

Selection

Selection will be based on demonstrated competence and qualifications for the services to be performed at fair and reasonable prices to the MRCA and CCA. Proposed deviations from the RFP requirements will be noted and taken into consideration. MRCA and CCA will review the submitted proposals. Interviews will be held the week of February 20-23 and contract awarded with CCA by early March 2024.

Cost

The anticipated budget range for the scope of this RFP is between \$500,000 – \$700,000.

Timeline

The timeline for this project is anticipated to start in April 2024, with a proposed deadline of December 2025.



Figure 1 - An aerial view of the project site.

ATTACHMENT 1 – PROJECT INFORMATION

Client: Mountains Recreation and Conservation Authority (Titleholder)
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Coastal Corridor Alliance (Contracting Entity)
P.O. Box 15333
Newport Beach, CA 92659

Project Address

Frank & Joan Randall Preserve/Genga [Tribal Name TBD]
1080 W. 17th Street Costa Mesa, CA 92627 (Primary access point)

Site Description & Background

The Randall Preserve/Genga is a 387-acre parcel consisting of a coastal mesa and adjacent lowlands with coastal wetlands. An extraordinarily diverse mix of coastal wetland, riparian woodland, coastal bluff sage scrub, vernal pools and rare species thrive within the Randall Preserve/Genga's boundaries. The property is located between the cities of Newport Beach, Costa Mesa and Huntington Beach, where the Santa Ana River enters the Pacific Ocean. The Randall Preserve/Genga is entirely located in the Coastal Zone and is therefore under the jurisdiction of the California Coastal Commission and subject to the provisions of the Coastal Act.

Indigenous Tongva and Acjachemen people who live in the region today know this and surrounding lands as the site of a village called Genga. Archeologists have documented cultural sites here dating back at least 3,000 years, including three that the California Native American Heritage Commission list as sacred. A key objective for MRCA is tribal co-management of the property. In the early 1940s, mineral companies dug the first oil wells on the property and in the following decades, continued to drill over 450 wells on the land. In 2022, the Randall Preserve/Genga was acquired by MRCA through a \$97 million purchase made possible with state, federal and private funding. The site is undergoing an oil remediation process led by the previous titleholder and overseen by the SARWQCB and the California Geologic Energy Management Division of the Department of Conservation (CalGEM).

Project Objective

The project is funded in part by a federal award through a National Fish Wildlife Foundation grant secured by CCA. MRCA is facilitating the procurement process, solicitation, and selection in partnership with CCA. The final contract for the scope of work will be between the selected party and CCA. Through this request for proposals, MRCA and CCA intend to retain professional services of a consulting firm (Consultant) that will review/provide resource surveys and then draft an RMP and CRS which both inform the PAP for the Randall Preserve/Genga.

General Description of Services

The Consultant Team shall conduct all analysis, review of historical documents, surveys, investigations, calculations, and studies needed to prepare a RMP and CRS that informs

a PAP for the Randall Preserve/Genga. MRCA, along with CCA, will conduct a competitive bid process following federal Office of Management and Budget procurement standards to select a consultant to perform the studies, analysis and plan(s) within the Randall Preserve/Genga. See Attachment 3 for the Scope of Work.

The Consultant must have the capacity, availability and experience to discuss aspects of land and preserve management including, but not limited to: biological resources, biological monitoring and management, invasive plant and pest species mapping and control, non-native animal species management, adaptive management, habitat restoration, fire management, property management, cultural and historic resources, public access and recreation, public outreach and education, land uses and zoning within and adjacent to preserves, funding, etc.

The property has been the site of previous development proposals in the past, and as such, there is a wealth of biological and other survey data available. These surveys should be considered by the Consultant in developing the Plans, with new focused surveys to be done to identify additional information/changes in Environmentally Sensitive Habitat Areas (ESHA) and species location, abundance and diversity, and restoration opportunities. Focused surveys (as applicable) are therefore included in this Scope of Work. Surveys for these species should follow guidelines issued by the United States Fish and Wildlife Service (USFWS) and may be conducted simultaneously. The Consultant should help determine the threats and stressors to Preserve's resources which should be part of the consideration in developing the RMP goals and objectives, including recreational and general public access recommendations for the PAP. Rare or sensitive species should also be documented within the California Natural Diversity Database and the California Aquatic Resources Inventory database (if applicable). The survey/studies results will then inform the goals and objectives for the RMP and CRS.

The Consultant will conduct studies and mapping, and partner to conduct community engagement sessions with CCA and MRCA, facilitate responses to comments, and provide one draft, one final draft and one final RMP (which contains the PAP) and CRS for the Randall Preserve/Genga.

About the MRCA

The Mountains Recreation and Conservation Authority (MRCA) is a local public agency exercising joint powers of [Santa Monica Mountains Conservancy](#), the [Conejo Recreation and Park District](#), and the [Rancho Simi Recreation and Park District](#) pursuant to Section 6500, *et seq.* of the Government Code.

The [MRCA](#) is dedicated to the preservation and management of local open space and parkland, watershed lands, trails, and wildlife habitat. The MRCA manages and provides ranger services for almost 75,000 acres of public lands and parks that it owns and that are owned by the Santa Monica Mountains Conservancy or other agencies and provides comprehensive education and interpretation programs for the public. The MRCA works in cooperation with the Santa Monica Mountains Conservancy and other local government partners to acquire parkland, participate in vital planning processes, and complete major park improvement projects.

About the Coastal Corridor Alliance

The Banning Ranch Conservancy was founded in 2008 to protect the 401-acre Banning Ranch property but had been working as a community-based organization for nine years as a Sierra Club Task Force prior to becoming a 501(c)3 non-profit corporation. Banning Ranch had been the largest parcel of unprotected coastal open space remaining in Orange County, until it was protected as the Randall Preserve/Genga in December 2022.

It was during this conservation transaction the organization began a Strategic Planning process to set a new mission, vision, goals and name. As of mid-January 2024, the organization will be called the Coastal Corridor Alliance (dba [Banning Ranch Conservancy](#)). Its mission is to protect biodiversity, foster community stewardship, and advocate for appropriate human access on the Randall Preserve and Santa Ana River Coastal Corridor. CCA works in partnership with grassroots, grasstops, public agencies and residents to meet this mission, but has expanded its geography to the broader lands and waters of the Coastal Corridor. Engaging with local residents, community groups, and educational institutions is an important goal for this planning effort. Foundational to the planning efforts for the Randall Preserve/Genga is community outreach and engagement. CCA will be deeply involved in this aspect of the planning effort.

ATTACHMENT 2 – SUBMITTAL REQUIREMENTS

Please organize your proposal by the six sections listed below.

Section 1: Project Approach Narrative

Describe your approach to this project, including project management. This proposal narrative should be typed with a standard 12-point font, double-spaced, no less than one-inch margins and be submitted as a PDF. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals shall not exceed 60 pages in length, including any appendices, cover letters, resumes, or forms. The Consultant Team will provide full services as are customarily provided for the phases listed below. Narratives, budgets and schedules should be subdivided according to the tasks listed here. Descriptions of the work and deliverables associated with each phase are described in Attachment 3.

- A. Data Gathering
- B. Research
- C. Plan Development
- D. Community Engagement
- E. Jurisdictional Coordination
- F. Written Progress Reports

Section 2: Qualifications and Background

Submit the following for the lead firm:

- Name, address, and brief history of the firm.
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Examples of at least **three** (no more than five) relevant projects on which the firm has performed during the last five years, prioritizing projects involving public open space. Relevant projects include coordination with the USFWS, CDFW and the California Coastal Commission. Include photographs of the project areas. For each project, include the client's contact information and the scope of work performed.
- Demonstration of at least 10 years' experience performing biological surveys and vegetation mapping in Southern California coastal habitats. The team should include a biologist with a coastal California gnatcatcher (*Polioptila californica californica*) 10(A)(1)(a) permit; at least 5 years of performing burrowing owl (*Athene cunicularia*) surveys, and at least 5 years' experience with vernal pools. The proposed team should also include a specialist with at least 10 years' experience in delineating coastal wetlands (including tidal wetlands) and utilizing California Rapid Assessment Method (CRAM).
- Demonstration of at least 7 years' experience in coastal adaptation planning, climate resilience, climate action/restoration projects, or hazard risk assessment. The team should be familiar with the identification of potential nature-based solutions on natural lands with co-benefits to surrounding communities.
- Include a project organization chart, which clearly delineates communication and reporting relationships among the project staff.

- Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as “key” to the project shall be removed or replaced without the prior written concurrence of CCA.
- Identify key personnel proposed to perform the work and include major areas of subcontract work. Include the person’s name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- Resumes of those who would work on the project, including key personnel at a minimum.
- Other relevant information describing the firm’s qualifications and background.

Section 3: Project Team

In addition to the specific qualifications mentioned above, the Consultant Team should include a biologist, botanist, restoration specialist, regulatory specialist, environmental planner, GIS specialist, geologist, hydrogeologist, and archaeologist. Proposers may include other disciplines as part of their project team if desired. Include a list of all proposed sub-consultants with their contact information (use of sub-consultants is subject to MRCA and CCA approval).

Section 4: Fee Proposal

Submit a fee proposal subdivided by the tasks described above, subdivided as necessary. Fees should be supported by a detailed spreadsheet showing the number of hours projected for each team member for each task. Attach schedules of hourly rates for lead firm and all sub-consultants. List assumptions associated with all cost calculations. The fee proposal shall include all sub-consultants considered necessary to complete the work. A la carte studies described in the Scope of Work should be listed separately.

Section 5: Schedule/Timeline

Submit a basic project schedule incorporating milestones with the completion of each task required, subdivided as necessary. The start date for the schedule/timeline should begin in late April 2024. The Plan(s) and all analysis shall all be completed by December 1, 2025.

Section 6: Certifications

Each proposal must be accompanied by the two certifications signed by an authorized representative, attached hereto as Attachment 5 and Attachment 6.

EVALUATION AND SELECTION

Selection will be based on demonstrated competence and qualifications for the services to be performed at fair and reasonable prices. Proposed deviations from the RFP requirements will be noted and taken into consideration. The information provided in response to the RFP’s requirements will be the basis for evaluation. Failure to provide this information or the inclusion of any conditions, limitations, or misrepresentations may adversely affect the evaluation of your proposal. Any proposal deemed irresponsible or unresponsive will not be considered.

Proposals will be evaluated for the following criteria:

- Experience and technical competence of the project team members;
- Value offered considering capabilities and experience of the project team;
- Experience, qualifications and availability of key personnel;
- Capability to meet schedule constraints;
- Capability of the project team to provide the services desired in a timely manner;
- Specific experience and performance on past projects;
- Suitability for the project; and
- Recommendations of prior clients.

The information provided in response to the above requirements will be the basis for evaluation. Failure to provide this information or the inclusion of any conditions, limitations, or misrepresentations may adversely affect the evaluation of the proposal. CCA reserves the right not to award any contract or to award multiple contracts.

Team Requirements

The Consultant Team shall include the following cadre of skilled professionals: biologist, botanist, restoration specialist, regulatory specialist, environmental planner, GIS specialist, geologist, hydrogeologist, and archaeologist. The Consultant Team is encouraged to contain at least 25% certified disadvantaged businesses.

All respondents will be required to represent and warrant that they, he, she, or the officers, directors, and/or employees of bidder are not related by blood or marriage to any member of the governing boards of the Santa Monica Mountains Conservancy, the Santa Monica Mountains Conservancy Advisory Committee, the Mountains Recreation and Conservation Authority, or any other joint powers authority for which the Santa Monica Mountains Conservancy is a constituent member, or to any officer, director or staff member with discretion over the contract of any of the aforesaid public agencies. "Related by blood or marriage" is defined as being a parent, child (including stepchildren), sibling, grandparent, grandchild, aunt, uncle, niece, nephew, spouse, domestic partner, father-in-law, mother-in-law, sister-in-law or brother-in-law. The MRCA reserves the right to immediately cancel any contract entered into if it discovers a breach of this warranty and representation. Consultant shall be liable for all damages sustained by the MRCA as a result of the breach.

CCA is prohibited from using any federal grant funds in a manner which may give rise to an apparent or actual conflict of interest. A prohibited conflict of interest would arise when an employee, officer, or agent of CCA, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. By submitting a proposal, you represent and warrant that contracting with CCA will not create a prohibited conflict of interest.

ATTACHMENT 3 – SCOPE OF WORK

A. Data Gathering

Consultant Team shall conduct relevant studies and provide a thorough data inventory and analysis to help formulate the RMP and CRS that informs the PAP. The RMP should include detailed information on the Preserve resources and define management goals and objectives for the Preserve. The objectives should include a framework for Preserve management activities. The CRS should include a hazard risk and community vulnerability assessment (that includes nearby disadvantaged communities, infrastructure, and neighboring lands and waters), identification of nature-based solutions appropriate for this site and surrounding areas, quantification of conservation and restoration action(s), and measuring the potential effectiveness of these actions to reduce risk. The PAP, a chapter of the RMP, should include the history of public access, guiding principles for defining a public access plan, the plan itself (including the locations of public access, types of public access allowed, and how it will be managed), and the role of public education and enforcement of public access.

At a minimum, tasks will include a baseline assessment, referencing the comprehensive September 2016 California Coastal Commission wetland and ESHA delineations as historic information relevant to the Consultant Team's new baseline surveys. The baseline assessment includes vegetation mapping and rare plant and rare wildlife species surveys (in the appropriate time periods). Vegetation mapping should utilize the California Native Plant Society: A Manual of California Vegetation for classifications. Invasive plant species mapping should also be conducted and prioritized based on species ranking and adjacency to sensitive resources.

Wetland delineations should be conducted in accordance with the Army Corps of Engineers Delineation Manual as well as the California Coastal Commission's considerations for wetlands within the Coastal Zone. In addition, CRAM should be used as a tool to assess the condition of jurisdictional waters and wetlands. All mapping should be completed utilizing global positioning system (GPS) with files provided to CCA and MRCA that are compatible with geographic information system (GIS). Consultant should identify proposed studies and the survey schedule proposed.

Studies should include:

- Baseline and integrated biological surveys of species;
- Habitat and jurisdictional wetland surveys and data for CRS hazard risk assessment; and
- Site specific studies: elevational gradients, habitat transition zones, wetland feasibility, and marine influence areas.
- A la carte studies (bid separately in the budget) should include:
 - Infrastructure and easements on the property;
 - Topographic mapping; and
 - LiDAR (topometric and bathymetric) for the CRS.

Deliverables:

- Complete multiple surveys (see list above);
- Create associated GIS shapefiles;

- Collect corresponding species tracking sheets; and
- Include site data into CA Natural Diversity Database (CNDDB) and CA Aquatic Resource Inventory (CARI).

B. Research

Consultant Team shall research current and historical uses on the site, ownership history, physical and environmental setting review, on-site and nearby land uses, issues of concern for the property and adjacent disadvantaged communities (DAC). Other priorities include researching relevant/applicable case studies, literature review, online resources, alignment with 30x30 initiatives, a SWOT (Strengths, Weaknesses, Opportunities and Threats) analysis, recommendations for on-site application, and use of digital tools such as RePlan. Consultant Team will participate and consult with TAEP team up to four times.

Deliverables:

- Creation of the framework of Plan content;
- Incorporation of site and community-relevant information; and
- Understanding of how nearby DAC can benefit from climate adaptive management at the Randall Preserve/Genga.

C. Plan Development

Consultant Team shall prepare a draft, draft final and final rendition of the RMP (including the PAP) and CRS that includes two separate, but intertwined documents including site description, identification of land use and policy constraints; pre-colonization and settlement history (developed in coordination with the TAEP team); determining appropriate conservation, access goals, and management objectives; determining the physical and environmental setting, fire history or fire management concerns, historic weather trends, existing and future funding needs; a biological monitoring schedule, hazard risk assessment and community vulnerability, identifying nature-based solutions appropriate for use on this site, recommendations for risk reduction, identification / quantification of conservation and restoration actions and restoration opportunities, measuring the potential effectiveness of these actions to reduce risk, and more. Successful implementation of the Plan development includes a comprehensive, adaptive and responsive document that incorporates both the needed components and new, innovative topics that allow the plans to be replicated, scaled and modeled by others.

A draft plan will be prepared for review by the project team, resource agencies, Randall Preserve/Genga Advisory Committee² and tribal representatives prior to public presentation. A final report will be prepared after the public has had an opportunity to review and provide comment.

All final documents must be submitted in electronic format (with a final clean Word version, PDF format, and inclusive of all associated shapefiles) to CCA and MRCA, as well as providing two (2) bound hard copies each to MRCA and CCA.

² The Advisory Committee will provide feedback and guidance on these plans via a public process managed wholly by MRCA.

Deliverables:

- Incorporation of historical survey data to provide the most accurate picture of challenges and opportunities on the property;
- Evaluation of existing conditions and plans to improve coastal resilience including risk hazard and solutions for: king tides, coastal inundation, storm surges, high heat days, drought, and wildfire;
- Create recommendations for specific management activities to protect species/habitats, define which areas and the type of restoration needed, what areas are at risk and from what, and where public access should be particularly managed;
- Determine specific recommendations on types of nature-based solutions that could be incorporated on the property. This includes things such as: wetland protection, increasing habitat connectivity, establishing a climate refugia, buffering human/natural communities from climate impacts, removing obsolete/aging barriers to reinvigorate natural watershed processes, removing invasive species to restore ecosystem function, reconnecting wetlands to restore tidal flow, and managing invasive marine species;
- Incorporate risk hazard solutions into the CRS. This includes funding availability, alignment with local plans and 30x30 initiatives, regional and state wildlife protection and habitat restoration plans, successful implementation elsewhere, newly developed approaches, short- or long-term implementation timing, and community support;
- Draft, draft final, and the final RMP and CRS; and
- Electronic and four hard bound copies and files as described above.

D. Co-Facilitate Community Engagement

Consultant Team shall co-facilitate community engagement sessions with CCA & MRCA to share the information found in the studies, but to also help inform the Plans(s) with substantive public input. A draft plan will be prepared for review by the project team, agencies, Advisory Committee and tribal representatives prior to public presentation. No less than 30 days for public comment should be scheduled and the comment period should avoid winter holidays. Public input must be incorporated into the final plan. Standard outreach methods must be utilized, such as commenting and visioning meetings, interviews, focus groups, surveys, jam boards, social media [live feeds during meetings via Facebook, Instagram or YouTube]). Innovative methods must also be incorporated, such as: a digital engagement platform (with social pinpoint features, idea walls, interactive maps, public/private discussion boards, photo submissions, translation features for multiple languages and accessibility features for the disabled community), neighborhood/community-located pop-up events, and text campaigns.

CCA will secure the digital engagement platform with the features described above, but it will be constructed and managed in partnership with the Consultant Team. CCA will also provide translation services for the sessions, host the community pop-up events, and manage the text campaigns. Consultant Team considerations must include workshop/participation accessibility (time of day, weekend vs. weekday, disability needs, reimbursement for time, parking and/or travel, etc.). CCA will coordinate participation/travel stipends to interested participants from the DAC or tribal community. The majority (60%) of outreach activities will stem from CCA via emails, social media,

mailers, text campaigns, and community events. Coordination between the Consultant Team and CCA must occur to organize childcare, food and beverage, and venue selection, but CCA will pay for these features. Consultant will also coordinate with MRCA and CCA on community engagement meetings and agendas. Consultant will facilitate all community engagement meetings. Participation goals include DAC, the tribes and tribal nations, seniors, the disabled, veterans, youth, and others. Another key goal is to create cutting edge examples of how to run a publicly accessible outreach process that is participant-centered.

Deliverables:

- Track the number of unique and repeat participants engaged in the planning process;
- Record and assemble meeting records;
- Summarize results from engagement activities in a memo;
- Coordinate with CCA on a Randall Preserve/Genga focused website (RandallPreserve.org is already purchased) that serves as a clearinghouse to store information, display maps, house reports, planning documents, and records related to preservation, restoration, and resilience of the property for public use and transparency;
- Create a robust stakeholder list;
- Facilitate at least two community engagement meetings during the public comment period in partnership with CCA; and
- Design multiple engagement opportunities with many types of interaction that covers a wide range of needs, history, demographics, and skill levels, a comprehensive digital engagement platform (Bang the Table is proposed for use), and the aforementioned website for feedback into the Plan(s).

E. Jurisdictional Coordination

Coordination with entities having jurisdiction in the study area should include, but is not limited to the USFWS, CDFW, California Coastal Commission, United States Army Corps of Engineers, local and regional elected officials, tribal representatives, the Randall Preserve Advisory Committee and other responsible entities identified during studies and plan formulation. Consultant shall also hold coordination meetings with each jurisdictional entity up to four (4) times for project input and coordination.

Deliverables:

- Track/Report the number and types of agencies engaged in this process.
- Coordination meetings with entities to review studies and project status, and determine plan formulation; and
- Project progress summaries/reports to CCA and MRCA, upon request, but no more than four times a year.

F. Project Coordination

Consultant Team shall keep MRCA and CCA informed on project progress through quarterly summary reports that inform the grant reporting requirements. Consultant shall seek to coordinate up to four (4) project meetings with the core MRCA and the CCA project planning team. Consultant shall also present project progress to the Randall Preserve Advisory Committee and other responsible entities up to eight (8) times.

Consultant Team shall provide progress information to CCA upon request. There will also be regular monthly meetings with CCA for project planning purposes.

Deliverables:

- Coordinate meetings with MRCA, CCA, and the Advisory Committee to review studies, review project status, and gather feedback;
- Submit quarterly summary reports to CCA and MRCA; and
- Coordinate monthly planning meetings with CCA.

G. Written Project Completion Report

A project completion report will be provided at the end of the project that contains a description of the work performed, the studies conducted, the public feedback incorporated, the process used, outreach statistics, and unique features of the Plan(s).. The report will also include maps and figures illustrating the study area and any associated data tables. The report will be used by MRCA and CCA to communicate the RMP (with the incorporated PAP) and CRS to the public, agencies, local and regional jurisdictions and other interested community members and stakeholders. Further, this project completion report will be summarized into three separate one-page factsheets RMP, CRS, and PAP for distribution.

Deliverables:

- Three one-page factsheets: RMP, CRS, and PAP; and
- Project Completion Report.

ATTACHMENT 4 – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between Coastal Corridor Alliance, a California nonprofit public benefit corporation d.b.a. Banning Ranch Conservancy (“CCA”), and _____, a _____ (“Contractor”). CCA and Contractor are each referred to individually as “Party” and collectively as the “Parties.”

RECITALS

CCA utilized a public Request for Proposals (“RFP”) process to seek proposals from qualified professional service providers to develop a Resource Management Plan, Public Access Plan, and Coastal Resilience Strategy for the Frank and Joan Randall Preserve/Genga [Tribal Name To Be Determined] (“Preserve”) located in Newport Beach, California.

The RFP was issued on January 11, 2024 by the Mountains and Recreation and Conservation Authority (“MRCA”) as title holder of the Preserve and CCA as project partner.

Contractor has the necessary qualifications and experience to provide the services described herein and in the RFP.

Contractor was selected by MRCA/CCA based on the criteria in the RFP, and the parties now desire to enter into this Agreement for the provision of such services by Contractor to CCA.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, and covenants of the Parties contained herein, the Parties hereby agree as follows:

1. Services. Contractor will provide the professional services more particularly described in Attachment A, attached hereto and incorporated herein (the “Services”). Contractor shall perform the Services in good faith, in a manner Contractor reasonably believes to be in the best interests of CCA, and with such degree of care as an ordinary prudent person in a like position would use under similar circumstances.

2. Compensation; Costs. As compensation for the Services, CCA will pay to Contractor pursuant to the rates set forth in Attachment A. In addition, CCA shall reimburse Contractor for Contractor’s direct “pass-through” costs incurred in connection with Contractor’s performance of the Services. All reimbursable costs of Contractor charged to CCA shall require prior approval from CCA and shall be itemized on Contractor’s invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g., copies of receipts or invoices). The total amounts to be paid by CCA under this Agreement for the Services, including compensation and reimbursable costs, shall not exceed \$ _____, without prior written approval from CCA.

3. Term. The Term of this Agreement shall begin on the Effective Date and shall continue in effect until the completion of the Services by no later than _____, or until terminated pursuant to this Agreement, whichever occurs first (“Term”). The Term of this Agreement may be extended upon written mutual consent of the Parties.

4. Invoicing and Payment. Contractor shall invoice CCA monthly for services rendered in the previous month. Payment is due within 60 days of receipt of properly submitted and undisputed invoices. Contractor's invoices shall include descriptions of the Services performed and the compensation due.

5. Relationship of the Parties. The relationship between the Parties created by this Agreement is a service arrangement between separate, independent legal entities. Nothing in this Agreement shall confer upon any Contractor employee any rights or remedies, including any right to employment, as an employee of CCA. All Contractor employees providing services under this Agreement shall be and remain employed by Contractor and shall at all times be subject to the direction, supervision, and control of Contractor.

6. Intellectual Property. Any intellectual property owned by CCA that is used by or on behalf of Contractor in relation to the Services, shall remain the property of CCA. Contractor's use of CCA's intellectual property under this Agreement shall not create any ongoing license or other right to continuing use of that intellectual property after the termination or expiration of this Agreement. Upon termination or expiration of this Agreement and absent any other agreement by the Parties, the intellectual property of CCA in the possession of Contractor shall be returned and/or destroyed.

7. Ownership of Work Product. The work product created by Contractor in providing the Services under this Agreement ("Work Product"), including, but not limited to, the Resource Management Plan, Public Access Plan, and Coastal Resilience Strategy and all underlying studies and other works, is and shall remain the sole and exclusive property of CCA, and CCA shall retain all intellectual property rights therein. If Contractor is deemed to retain any intellectual property rights in any Work Product under applicable law, Contractor hereby irrevocably assigns to CCA all such intellectual property rights.

8. Confidentiality.

(a) Contractor acknowledges that during the term of this Agreement, it may have access to certain Confidential Information of CCA as defined below. Contractor shall maintain and enforce reasonable administrative, technical, and physical safeguards, including, but not limited to, restricting access to Confidential Information, in order to reasonably protect the confidentiality of the Confidential Information. Contractor's obligations hereunder with respect to Confidential Information shall survive termination of this Agreement.

(b) "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising and marketing strategies, financial information, and employee information. Confidential Information does not include any information which: (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by Contractor without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by Contractor from a non-party.

(c) Upon the termination or expiration of this Agreement, Confidential Information of CCA in the possession of Contractor shall be returned.

9. Legal Compliance.

(a) In performing the services under this Agreement, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including any applicable policies, procedures, and other directives of CCA.

(b) Contractor shall comply with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, including, but not limited to, subdivisions (C) through (L) of Appendix II to Part 200. The applicable provisions of 2 C.F.R. Part 200 are incorporated herein and made part of this Agreement.

(c) Contractor understands that the Services are being funded in part by a federal grant from the National Fish and Wildlife Foundation (“NFWF”). Contractor shall comply with all applicable requirements in the Grant Agreement between CCA and NFWF, attached hereto as Attachment B. The applicable requirements in the Grant Agreement are incorporated herein and made part of this Agreement. Notwithstanding anything in this Agreement to the contrary, if the Grant Agreement between CCA and NFWF is terminated for any reason, CCA may terminate this Agreement by providing thirty (30) calendar days’ prior written notice to Contractor.

(d) This Section 9 shall survive termination of this Agreement.

10. Termination.

(a) Termination for Cause.

i. Either Party may terminate this Agreement for cause, provided, however, that the terminating Party must give the other Party at least thirty (30) calendar days’ prior written notice of the termination for cause. Such written notice shall identify, with reasonable specificity, the facts giving rise to the termination for cause and allow the other Party a reasonable period of time to cure. A reasonable period for cure under this Section 4(a) shall not be less than thirty (30) calendar days unless lesser time is reasonable under the circumstances.

ii. For purposes of this Section 4(a), “cause” means a material breach of this Agreement, which may include, but is not limited to, (a) in the case of Contractor, failure by Contractor to provide Services as required by this Agreement, and (b) in the case of CCA, CCA’s failure to make timely payment of any amount due and payable to Contractor as required by this Agreement.

(b) Termination for Convenience. This Agreement may be terminated for convenience upon written mutual consent of the Parties.

(c) Effect of Termination. In the event of a termination of this Agreement for any reason, CCA shall be liable to Contractor for any undisputed due and unpaid portion of the compensation and reimbursable costs for Services performed by or on behalf of Contractor until the effective date of termination.

11. Insurance. Throughout the term of this Agreement, Contractor shall maintain adequate insurance coverage, including, but not limited to, coverage for professional liability for errors or omissions, comprehensive general liability coverage, and automobile liability coverage. Contractor shall name CCA and MRCA as additional insureds on all such policies. Contractor

shall furnish proof of liability insurance covering its activities to CCA within thirty (30) days of the Effective Date. Contractor shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

12. Indemnification. To the fullest extent allowed by applicable law, Contractor shall defend, indemnify, and hold CCA and each of its officers, directors, agents, representatives, volunteers, contractors, and employees (collectively, "CCA's Agents") harmless from and against any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, of every kind or nature whatsoever (collectively, "Claims") which may be imposed on, incurred by or asserted against CCA or any of CCA's Agents to the extent such Claim arises from the illegal or unlawful activity, intentional misconduct, negligence, or material breach of this Agreement by Contractor or any of its employees, contractors, directors, officers, or agents. Upon timely written notice from CCA, Contractor shall defend CCA and/or CCA's Agents in any action or proceeding brought thereon with counsel reasonably acceptable to CCA.

13. Dispute Resolution.

(a) If there is any dispute or controversy between the Parties arising out of or relating to this Agreement, the Parties shall first promptly meet and confer informally in an attempt to resolve the issue. If the Parties are unable to resolve the dispute informally within a reasonable timeframe, the Parties agree to submit the dispute to non-binding mediation before a single neutral mediator administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The mediator shall be assigned at random by JAMS or as mutually agreed by the Parties, and the mediation shall take place within Orange County. Unless otherwise mutually agreed by the Parties, the mediation shall commence within forty-five (45) days from receipt of a written demand for mediation sent by the aggrieved Party. The administrative costs of conducting the mediation shall be shared equally between the Parties.

(b) If reasonable efforts at informal resolution and mediation are unsuccessful, the Parties agree that such dispute or controversy will be submitted to private and confidential arbitration by a single neutral arbitrator through JAMS, and such arbitration will be the exclusive final dispute resolution method under this Agreement. The JAMS Streamlined Arbitration Rules & Procedures in effect at the time the claim or dispute is arbitrated will govern the procedure for the arbitration proceedings between the Parties. The arbitrator shall not have the power to modify any of the provisions of this Agreement. The decision of the arbitrator shall be final, conclusive, and binding upon the Parties hereto, and shall be enforceable in any court of competent jurisdiction. The Party initiating the arbitration shall advance the arbitrator's fee and all costs of services provided by the arbitrator and arbitration organization, but shall be reimbursed for half of the fee and costs from the other Party. Each Party involved in the arbitration shall bear their own costs of the arbitration proceeding, of any litigation necessary to enforce the arbitration award, and of any litigation to obtain injunctive or equitable relief, including attorneys' fees and costs. Nothing in this Agreement is intended to prevent any Party from obtaining injunctive or equitable relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

14. Subcontracting. Contractor may subcontract any and all of the Services to public or private subcontractors qualified to perform the respective services only with CCA's prior written approval. Any subcontractors shall comply with all of the terms and conditions in this Agreement.

15. Legal Authority and Approvals. Each Party represents and warrants that the individual executing this Agreement on their behalf is a person duly authorized and empowered to execute this Agreement for such Party.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations, and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement.

17. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

18. Amendments. No supplement, modification, or amendment of this Agreement or Attachment A shall be binding unless executed in writing by the Parties.

19. Additional Acts. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other information and shall do any and all acts reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the Parties hereto. Contractor shall comply with any applicable procedures and requirements for accessing the Preserve.

20. Waiver. The waiver by any Party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

21. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

22. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and interpreted under California law. Jurisdiction and venue of any dispute arising from this Agreement, including, but not limited to, performance by either Party or the interpretation of its terms, shall be in Orange County.

23. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to the other Party if transmitted by email or served personally on the Party to whom notice is to be given, or seventy-two (72) hours after mailing by United States mail, certified or registered, postage prepaid, addressed to the Party to whom notice is to be given, at such Party's address set forth below. A Party may change this address by written notice to the other Party.

To CCA:

Coastal Corridor Alliance
Melanie Schlotterbeck
Stewardship Consultant
P.O. Box 15333
Newport Beach, CA 92659-5333
Melanie@CoastalCorridor.org

To Contractor:

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

COASTAL CORRIDOR ALLIANCE,
a California nonprofit public benefit
corporation

_____,
a _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES AND FEES

DRAFT

ATTACHMENT B

NFWF AGREEMENT ADMINISTRATION

DRAFT

ATTACHMENT 5
Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary
Exclusion Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract or proposal, the prospective lower tier participant is providing the certification set out below.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the regulations implementing Executive Order 12549. The term “principals” includes, but is not limited to, officers, directors, owners, partners, and principal investigators. You may contact the person to which this certification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by signing and submitting this certification that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this certification that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs. (See www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith this certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings .

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant identified below certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant identified below is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

Name of Vendor, Contractor, or
Subgrantee:

Signature:

Name of Authorized Signatory:

Title:

Date:

ATTACHMENT 6
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Title:

Organization:

Date:
