

16401 Paramount Boulevard  
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www.gatewaywater.org

*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

## **REVISED AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, April 14, 2016 at 11:30 a.m.  
Progress Park Plaza, 15500 Downey Avenue, Paramount, CA**

**1. Roll Call**

**2. Determination of a Quorum**

**3. Additions to Agenda (Govt. Code Sec. 54954.2(b))**

**4. Oral Communications to the Board**

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.

**5. Consent Calendar: (Acted as one item unless withdrawn by request)**

- a. Minutes of the Board Meeting of February 11, 2016 (Enclosure)
- b. Ratify First Amendment to the Professional Services Agreement between GWMA and GK Consulting for Forensic Review of Detailed Accounting (Enclosure)
- c. Warrant Register Report and Ratify List of Warrants for March 2016 and Approve List of Warrants for April 2016 (Enclosure)
- d. Resolution Appointing Grace J. Kast of GK Consulting as Executive Officer of GWMA (Enclosure)

**6. DISCUSSION/ACTION REGARDING GWMA POLICIES AND PROCEDURES**

- a. **Approval Professional Services Policies and Procedures (Enclosure)**
- b. **Appoint Ad Hoc Committees for Grant Policy, Procurement of Goods, and Construction & Implementation Policy**

**7. Discussion/Action Regarding SB953 and AB1794 (Enclosure)**

- a. Adopt a Position of Support with Amendments for both SB953 and AB1794
- b. Submit Letter Reflecting the Board's Position to the Sponsor of SB953 and AB1794, Senator Lara and Assemblymember Garcia, Respectively

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**8. Discussion/Action Regarding Reduced Membership Dues (Enclosure)**

**9. Discussion/Action Regarding 20x2020 Regional Alliance 2015 Interim Targets (Enclosure)**

**10. IRWM Plan Update and Activities**

- a. Discussion/Action Regarding Gateway IRWM Plan and GLAC IRWM Plan Integration
- b. Discussion/Action Regarding Gateway IRWM Plan Project List Update

**11. Gateway Region Watershed Management Plan (WMPs) and MOU and/or Amendment Activities**

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
  - 1. Discussion/Action regarding Professional Services Agreement (PSA) with Tetra Tech, Inc. to Prepare Feasibility Study (enclosure)
    - a. Approve PSA with Tetra Tech, Inc. as Presented
  - 2. Proposal to Provide Watershed Management Program (WMP) On-Call Professional Services (Enclosure)
    - a. Approve the Proposal with CWE as Presented
- b. Lower Los Angeles River Watershed Group
- c. Los Cerritos Channel Watershed Group
- d. Lower San Gabriel River Watershed Group

**12. Executive Officer's Report**

**13. Directors' Comments/Reports**

**14. Adjournment**

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AGENDA ITEM NO. 5A

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY  
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD  
AT PARAMOUNT, CALIFORNIA  
THURSDAY, FEBRUARY 11, 2016**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, February 11, 2016 at 11:30 a.m. at the Clearwater Building 2<sup>nd</sup> Floor 16401 Paramount Blvd., Paramount, CA 90723.

Chair Steve Myrter called the meeting to order at 11:50 a.m. Roll was called by Ms. Penn and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Okina Dor	Artesia
Jordan Monroe	Avalon
Chau Vu (alternate)	Bell Gardens
Len Gorecki	Bellflower
Tammy Hierlihy	Central Basin MWD
Mike O'Grady	Cerritos
Gina Nila	Commerce
Mohammad Mostahkami	Downey
Christina Dixon (alternate)	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Anthony Arevalo	Long Beach
Frank Beach	Santa Fe Springs
Steve Myrter	Signal Hill
Claudia Arellano	Vernon
Hye Jin Lee	Whittier
Esther Rojas	Water Replenishment District

**STAFF AND GUESTS ON SIGN-IN SHEET:**

Grace Kast	Executive Officer
Toni Penn	Admin/Accounting Manager
Brianna Burgess	Office Assistant
Dan Bartelson	Signal Hill
Desi Alvarez	MCM
Russ Bryden	LACFCD
Kristen Ruffell	LACSD
Bill Minasian	Downey
Charlie Honeycutt	Signal Hill
Gerry Greene	CWE
Dan Mueller	Downey
Raul Godinez II	Lynwood

**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

**ITEM 4 – ORAL COMMUNICATIONS TO THE BOARD**

None.

**ITEM 5 – CONSENT CALENDAR**

Director Nila moved to approve the consent calendar. The motion was seconded by Director Rapp and was approved by the following voice vote:

**AYES: MONROE, VU, GORECKI, HIERLIHY, O'GRADY, NILA,  
MOSTAHKAMI, DIXON, RAPP, AREVALO, MYRTER,  
ARELLANO, LEE**

**NOES: NONE**

**ABSTAIN: ROJAS, STOWELL**

**ITEM 6 – PRESENTATION – SENATE BILL 485 – THE SANITATION DISTRICTS  
AND STORMWATER (KRISTEN RUFFELL, LOS ANGELES COUNTY SANITATION  
DISTRICT)**

Ms. Kast introduced Ms. Kristen Ruffell from the Los Angeles County Sanitation District. Ms. Ruffell presented background information on Senate Bill 485 that took effect on January 1, 2016. Ms. Ruffell reported that the LACSD was searching for partners to begin developing projects, such as assisting in implementing monitoring programs or stormwater treatment.

Director Beach and Director Dor entered at 12:00 pm.

**ITEM 7 – DISCUSSION/ACTION REGARDING GWMA'S MARCH 2016 BOARD  
MEETING DATE AND TIME**

Ms. Kast reported that many Board members would not be able to attend the March Board meeting due to a conflicting event. Ms. Kast recommended the Board change the date of the March Board meeting a week in advance to either Wednesday March 2 or Thursday March 3. Director Chau motioned to change the March Board meeting to Thursday March 3 at 11:30 am, a week prior to the normal date. Director Gorecki seconded the motion and it was approved by the following voice vote:



**AYES: DOR, MONROE, VU, GORECKI, HIERLIHY, O'GRADY, NILA, MOSTAHKAMI, DIXON, STOWELL, RAPP, AREVALO, BEACH, MYRTER, ARELLANO, ROJAS, LEE**

**NOES: NONE**

**ABSTAIN: NONE**

**ITEM 8 – GATEWAY REGION WATERSHED MANAGEMENT PLAN (WMPs) AND MOU AND/OR AMENDMENT ACTIVITIES**

**Lower Los Angeles River Upper Reach 2 Watershed Group**

Director Nila reported that the Lower Los Angeles River Upper Reach 2 Watershed Group had their CIMP approved and began monitoring. Ms. Kast stated that in February 2013, GWMA entered into a Professional Services Agreement (PSA) with CWE Corporation as recommend by the Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group. This PSA expires on February 18, 2016. The LAR UR2 watershed group has requested that GWMA amend the Agreement to extend the term of the Agreement to February 18, 2018.

Director Nila motioned to approve a First Amendment to the Professional Services Agreement between GWMA and CWE Corporation for the LAR UR2 Watershed Group. Director Mostahkami seconded the motion and it was approved by the following voice vote:

**AYES: DOR, MONROE, VU, GORECKI, HIERLIHY, O'GRADY, NILA, MOSTAHKAMI, DIXON, STOWELL, RAPP, AREVALO, BEACH, MYRTER, ARELLANO, ROJAS, LEE**

**NOES: NONE**

**ABSTAIN: NONE**

**Lower Los Angeles River Watershed Group**

Director Myrter reported that the Lower Los Angeles River Watershed Group was moving forward with the project.

**Los Cerritos Channel Watershed Group**

Director Arevalo reported that the Los Cerritos Channel Watershed Group had approved all MOU's and invoices will be paid.

Lower San Gabriel River Watershed Group

Director O'Grady reported that there were no updates.

**ITEM 14 – EXECUTIVE OFFICER'S REPORT**

Ms. Kast announced that GWMA's new website had launched and she provided everyone with the new domain ([www.gatewaywater.org](http://www.gatewaywater.org)). Ms. Kast reported that the future Agendas for Board meetings would not be emailed prior to the meeting any longer, but instead would be posted to the new website.

**ITEM 15 – DIRECTORS' COMMENTS/REPORT**

None.

The meeting was adjourned at 12:24 p.m. to March 3, 2016 at Progress Park in Paramount.

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Steve Myrter, Secretary/Treasurer

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Date

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April 14, 2016

## SECTION NO. 5b: Amendment No. 1 – GK Consulting Professional Services Agreement

### BACKGROUND and SUMMARY:

On September 1, 2015, GWMA and GK Consulting entered into a Professional Services Agreement “PSA” for Management, Accounting and Administrative Consulting Services. The scope of services was based on an increased level of services that would include in-house accounting and financial services. This Amendment is to provide an additional scope of services not included in GK Consulting’s PSA.

Tremendous progress has been made to transition the financial services from Signal Hill to GWMA. However, during the course of this work, it was determined that a forensic review was warranted to ensure that records cross-matched for purposes of grant and MOU accountability. The specific goal for this work is two-fold. First, the US Bureau of Reclamation “USBR” is currently conducting an audit of GWMA records dating back to 2014 when the early financial transitioning began and the grant began. Based on the initial meeting with USBR in January, GWMA was placed under “Agency Review” status until all records could be validated at a follow-up meeting on March 31<sup>st</sup>. Secondly, a detailed review and cross-check dating back to July 1, 2013 must be conducted to provide a final, conclusive reconciliation for Signal Hill to transfer all of the remaining GWMA funds from their bank account. Therefore, there are two sets of accounting records that must be researched and perfectly cross-matched.

### DISCUSSION:

This level of detailed review was not included in GK Consulting’s original scope of services. The Executive Committee requested a proposal and gave its approval for GK Consulting to do the work which is under the Chair’s authority. The Amendment is for an amount not-to-exceed \$4,860 effective February 1, 2016 and will end by May 31, 2016.

### FISCAL IMPACT:

The funds for this First Amendment will come from Reserves and will be allocated to “Transition Services” for 2015/16.

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**RECOMMENDATION:**

1. Ratify First Amendment to the Professional Services Agreement between GWMA and GK Consulting for Forensic Review of Detailed Accounting.

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## **Proposal for Additional Scope of Work**

Prepared for:

**Gateway Water Management Authority**

### **Forensic Review of Detailed Accounting – Retroactive Reconciliation with Signal Hill Records**

Prepared by:  
Grace J. Kast  
GK Consulting

March 4, 2016

This scope of work will be retroactive to February 1, 2016 and by no later than May 31, 2016

1. Due to the complexity of the records, there is a need for detailed reconciliation in the accounting records from Signal Hill;
2. This level of forensic review was not in GK Consulting's original Scope of Work or in Platinum Client Services' Scope of Work;
3. GK Consulting has confirmed with Cindy Byerrum, President of Platinum Client Services that their current contract has sufficient time to finish the oversight/management of the transition;
4. A portion of this work must be completed before March 31<sup>st</sup> when USBR returns to GWMA offices to reassess project expense records which were not complete due to the transition;
5. Reserves would be utilized to cover this costs which was not budgeted in the current FY 2015/16 budget.

	\$35/hr	\$55/hr	\$110/hr	
Task	Brianna B.	Toni P.	Grace K.	Total
Receive, review copies of all checks, check registers, bank statements for demands issued by Signal Hill to compare with GWMA Records. Document and highlight differences with explanation	10	15	0	25
Print, collate, hole-punch, organize 900+ pages received from Signal Hill into multiple binders	2	0	0	2
Review each entry line-by-line, compare with GWMA records and spreadsheets, highlight, write description/explanation of discrepancy (check numbers, amounts, payee, charged accounts)	20	35	0	55
Make adjustments and corrections on Quickbooks in coordination with Platinum Client Services - Exec. Officer to Review and Approve	0	10	4	14
<b>TOTAL HOURS</b>	<b>32</b>	<b>60</b>	<b>4</b>	<b>96</b>
<b>TOTAL COST</b>	<b>\$1,120</b>	<b>\$3,300</b>	<b>\$440</b>	<b>\$4,860</b>

If this proposal is acceptable, please provide an authorized signature below. This additional scope of work will follow the same terms and conditions from the current GK Consulting contract with GWMA but is considered a separate project.

\_\_\_\_\_  
Christopher S. Cash, Chair

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
GWMA AND GK CONSULTING**

THIS FIRST AMENDMENT is made and entered into as of February 1, 2016, by and between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority ("GWMA") and GK Consulting, a CALIFORNIA CORPORATION ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Recitals. This First Amendment is made with the respect to the following facts and purposes:

a. On September 1, 2015, GWMA and Consultant entered into that certain Professional Services Agreement for Management, Accounting and Administrative Consulting Services in the amount not-to-exceed Two Hundred Sixty Thousand per year (\$260,000) ending on February 28, 2018.

SELECT AND CHECK ONE:

  X   b. The parties now desire to amend the Agreement as set forth in Exhibit A.

       c. The parties now desire to extend the Agreement as set forth below:

Section \_\_\_\_ of the Agreement entitled "\_\_\_\_\_" is hereby amended to read as follows:

*"The term of this Agreement shall commence on the effective date of this Agreement and shall expire on \_\_\_\_\_, unless terminated earlier in accordance with the terms of this Agreement or extended by the GWMA Governing Board."*

2. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to the Agreement to be executed the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above

[SIGNATURE PAGE FOLLOWS]

The parties are signing this Agreement on the effective date.

GWMA

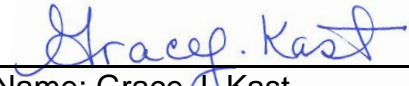
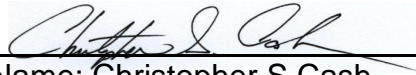
Consultant

Los Angeles Gateway Region Integrated  
Regional Water Management Authority

GK Consulting

By:

By:



Name: Christopher S Cash  
Title: Chair

Name: Grace J. Kast  
Title: President



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SECTION NO. 5(c) Warrant Register Dated March 2016 & April 14, 2016

SUMMARY:

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Toni Penn, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION:

The Warrant Register for expenditures dated March 2016 in the amount of \$211,868.45 are submitted for ratification by the Board and the Warrant Register for expenditures dated April 14, 2016 in the amount of \$739,268.34 are submitted for approval. Invoices and supporting documentation are available for review at the City of office of GWMA.

FISCAL IMPACT:

The Warrant Registers totals \$951,136.79. Funds to cover payment are available in the Gateway Authority budget.

RECOMMENDATION:

Ratify the Warrant Register for March as presented and Approve the Warrant Register for April as presented.

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**AGENDA ITEM NO. ~~5B~~ 5C**

**WARRANT REGISTER**  
Disbursement Journal  
March-16

Invoice Date	Vendor	Invoice Number	Description	Amount
1/28/2016	Anchor QEA	45543	Harbor Toxics TMDL Monitoring	\$ 41,970.17
2/10/2016	City of Paramount	3382	Meeting Expenses - November & January	\$ 74.05
02/01/16	City of Paramount	3370	Rent - February	\$ 322.50
3/1/2016	City of Paramount	3386	Meeting Expenses - February	\$ 21.78
02/01/16	City of Paramount	3385	Rent - March	\$ 322.50
02/17/16	GEI Consultants, Inc.	717254	GWMA 2015 Imple. Grant Solicitation	\$ 1,107.00
02/22/16	GEI Consultants, Inc.	717278	GWMA Watersmart Grant Admin Service	\$ 4,985.00
03/01/16	GK Consultants	16-03-GWMA	Professional and Accounting Services	\$ 20,550.00
02/18/16	Joe A Gonsalves & Son	25965	Legislative Advocacy Services for March	\$ 2,083.33
01/21/16	John L Hunter & Associates	GANPLA1215	LLAR WMP Development	\$ 42,286.85
01/20/16	John L Hunter & Associates	GANPSG1215	LSGR WEMP Development	\$ 53,320.51
02/19/16	Richard Watson & Associates, Inc.	16-192-003-004	LCC Watershed Monitoring Program	\$ 40,321.79
02/29/16	Richards Watson Gershon	205821	Legal Services - General	\$ 540.00
02/29/16	Richards Watson Gershon	205822	Legal Services - Project Specific Services	\$ 3,510.00
02/29/16	Richards Watson Gershon	205823	Legal Services - MS4 Permit MOU	\$ 90.00
02/11/16	Rodger's Catering	23203	Meeting Expenses	\$ 362.97
				<u>\$ 211,868.45</u>

Reviewed and Approved by:

  
 \_\_\_\_\_  
 Steve Myrter, GWMA Secretary/Treasurer

# AGENDA ITEM NO. 5C

## WARRANT REGISTER

Disbursement Journal

April-16

Invoice Date	Vendor	Invoice Number	Description	Amount
2/29/2016	Anchor QEA	45933	Harbor Toxics TMDL Monitoring	\$ 5,328.75
3/3/2016	Brianna Burgess	BB-02	Notice Inviting Bid Ad in Press Telegram	\$ 345.02
3/21/2016	California Watershed Engineering	16080	Upper Reach 2 WMP and CIMP Development	\$ 40,495.67
5/7/2016	City of Cerritos	2848	Prop 1 Grant Drought Reimbursement	\$ 488,030.82
3/1/2014	City of Paramount	2814	Meeting Expenses - February 2014	\$ 260.08
03/01/15	City of Paramount	3149	Rent - March 2015	\$ 322.50
4/1/2016	City of Paramount	3399	Meeting Expenses - April 2016	\$ 322.50
03/09/16	Fairview Productions	250	Website creation	\$ 809.00
03/03/16	GEI Consultants, Inc.	3000034	GWMA 2015 Imple. Grant Solicitation	\$ 7,734.00
03/31/16	GK Consultants	16-03-GWMA	Professional and Accounting Services	\$ 20,486.25
03/01/16	GK Consultants	16-03-GWMA-1	Forensic Review and Signal Hill Reconciliation	\$ 3,595.00
03/15/16	Joe A Gonsalves & Son	26037	Legislative Advocacy Services for April	\$ 2,083.33
03/16/16	John L Hunter & Associates	GANPLA0216	LLAR WMP Development	\$ 92,228.50
03/16/16	John L Hunter & Associates	GANPSG0216	LSGR WMP Development	\$ 16,028.75
12/08/15	Kinnetic Laboratories Incorporated	11532	LCC Watershed Segmentation & LID	\$ 5,217.88
03/29/16	Paradigm Environmental	8017-16-GWMA001-004	LAR UR2 Monitoring and LRS for Rio Hondo	\$ 7,078.00
01/31/16	Platinum Consulting Group	30066	Accounting/Auditing Services for January	\$ 648.75
02/29/16	Platinum Consulting Group	30086	Accounting/Auditing Services for February	\$ 1,631.25
03/15/16	Richard Watson & Associates, Inc.	16-192-003-005	LCC Watershed Monitoring Program	\$ 11,346.34
01/20/16	Richard Watson & Associates, Inc.	16-192-002-001	State Water Board Grant Agmt. 12-423-550	\$ 33,683.56
03/31/16	Richards Watson Gershon	206244	Legal Services - General	\$ 360.00
03/31/16	Richards Watson Gershon	206245	Legal Services - Project Specific Services	\$ 1,215.00
03/08/16	Toni Penn	TP-002	Reimbursement for office supplies	\$ 17.39
				<u>\$ 739,268.34</u>

Reviewed and Approved by:

Steve Myrter, GWMA Secretary/Treasurer

AGENDA ITEM 5D

**RESOLUTION NO. 16-1**

**A RESOLUTION OF THE LOS ANGELES GATEWAY REGION IRMP JOINT POWERS AUTHORITY (GWMA),  
APPOINTING GRACE KAST FROM GK CONSULTING TO SERVE AS ITS EXECUTIVE OFFICER**

**WHEREAS**, GWMA was established for the purpose of creating a regional water management group to develop a regional water resources management plan and to perform other responsibilities for water development and management; and

**WHEREAS**, Grace Kast, sole proprietor has served as GWMA's Executive Officer from March 2011 through August 2015.

**WHEREAS**, GWMA requested that Grace Kast, an employee of GK Consulting to serve as its Executive Officer beginning September 2015 until further notice.

**WHEREAS**, Grace shall serve as Executive Officer of the GWMA and provide management and administrative services to the GWMA, including, but not limited to, the following:

- a. Plan, organize, direct, and coordinate the general affairs of the Gateway Authority including legislative, personnel, public relations, and legal matters.
- b. Research, develop and prepare recommendations on a variety of issues as requested by the Board.
- c. Manage and/or prepare Board agendas, staff reports and analytical reports for Board meetings, attend Board meetings, assist the Board Chair as needed and ensure meetings comply with the Ralph M. Brown Act provisions.
- d. Implement directives, policies, and goals of the Board.
- e. Prepare an annual budget and arrange for an annual audit.
- f. Represent the GWMA before local, regional, state, and federal agencies, as necessary.
- g. Serve as a spokesperson for the GWMA with the media, community-based organizations and civic and business groups.
- h. Negotiate and administer agreements with other agencies as authorized by the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED** THAT THE GWMA BOARD HEREBY APPOINTS GRACE KAST AS ITS EXECUTIVE OFFICER.

---

Name and Title

**ATTEST:**

---

Name and Title

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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## SECTION NO. 6a Professional Services Policies and Procedures

### SUMMARY:

Last year, the Board directed staff to solicit a broad-range of consultants to provide a variety of services and to create a pre-qualified list for on-call services. Because of the evolution and growth of GWMA, it was noted that the Board and staff had continued to use a small group of available consultants that were selected or inherited through city support during earlier years.

At the December 11, 2014 Board Meeting, the Board approved the release of a Request for Statement of Qualifications "RFQ" to solicit experienced firms to provide general consulting services, and/or engineering/technical services and authorized staff to move forward on the schedule. The RFQ included language that specified that the standard GWMA professional Services Agreement with a 5-year term would be required and that the list could be added/modified by the GWMA at any time.

The Chair solicited members willing to serve on an Ad-Hoc Committee to review and make recommendations from the Statement of Qualifications "SOQ" received. Members are: Chau Vu, Noe Negrete, Mohammad Mostahkami and Gladis Deras.

The deadline for submitting SOQs to GWMA was January 26, 2015 and eleven were received. On February 3, 2015, the Ad Hoc Committee and staff met to discuss, rank, select and recommend consultants for GWMA's list of pre-qualified consultants.

In addition, a Process for On-Call Consulting Services was developed and approved by the Board on March 12, 2015. The guidance document outlined the process for modifying, selecting and overseeing consultants to assist the Executive Officer ("EO") in selecting an on-call consultant for services above \$50k.

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At the November 12, 2015 Board Meeting, staff was directed to bring GWMA's On-Call Consulting process back to the Ad Hoc for re-evaluation.

In March, a conference call was held with Ad Hoc Committee members to review the On-Call Consulting process. After detailed discussions, the On-Call Consulting Policy was revised to provide more detail. The Ad Hoc Committee is recommending that the Board approve the revised On-Call Consulting Policy for 2016 as presented.

**RECOMMENDATION:**

Approval On-Call Consulting Policy for 2016, as presented.

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GATEWAY WATER MANAGEMENT AUTHORITY  
POLICY and PROCEDURES

**PROFESSIONAL SERVICES**

Professional services are those activities performed by a consultant who possesses a degree of expertise in a particular profession. This would generally include (but not be limited to) environmental services, accounting/auditing services, planning services, design services, engineering services, technical services, financial services, or other administrative services. Selections will be based on the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.

**A. On-Call Consulting List**

1. An approved On-Call Consultant list is based on a 5-year rolling list, at such time the Chair would be authorized to execute Professional Services Agreements (PSA) with selected consultants on the list for up to 5 years; and
2. Consideration to add a consultant(s) to the list with Statement of Qualifications (SOQ) may be recommended to the full board for approval by majority vote.

**B. Selection of Consultant**

**1. *Consulting Services for Up to \$10k***

- a. Chair Person is authorized to seek a proposal from and retain a qualified consultant for specific professional services for up to and including \$10,000. Chairperson may use his or her judgment on requiring more than one proposal. Upon approval of the expenditures, the Executive Officer will issue a Notice to Proceed (NTP) referencing the existing PSA on file. If no agreement is on file, staff will utilize the pre-approved general PSA template and attach the proposal as an exhibit prior to execution.

**2. *Consulting Services between \$10k and \$75k***

- a. Based on a general scope of services, staff will request proposals from all consultants listed under the appropriate category(ies) on the approved On-Call Consultant List.
- b. The Executive Officer will evaluate, rank, and select the top ranked consultant upon negotiation until an agreement is met on the final fees. The Executive Officer will request authorization from the GWMA Board for award of contract to selected consultant. The request must include a brief description of the scope of work, background information regarding the amount being requested and the number of proposals sought and received. Upon approval, the Executive Officer will issue a NTP using the existing PSA on file. If no agreement is on file, staff will utilize the pre-approved general PSA template and attach the proposal as an exhibit prior to execution.

**3. *Consulting Services between \$75k and \$500k***

- a. Working in consultation with a Standing Committee, called the "Consultant Selection Committee" (CSC), of 3 voting board members and staff, a detailed scope of services will be



prepared. Staff will issue a Request for Proposal (RFP) to all consultants listed under the appropriate category(ies) on the approved On-Call Consultant List. The need for interviews will be determined by the CSC.

- b. Once the evaluation of consultant proposals and selection of top ranked consultant is complete, the Executive Officer will attempt to negotiate a fair and reasonable price with the top ranked consultant.
- c. If a satisfactory price cannot be negotiated with the most highly qualified consultant, the Executive Officer will end negotiations with that provider and select the next most highly qualified consultant.
- d. The Executive Officer will attempt to negotiate a price with that consultant at a fair and reasonable price.
- e. The Executive Officer will continue this process to select and negotiate until a fair and reasonable price is achieved.
- f. With the recommendation of the CSC, the Executive Officer will request authorization from the GWMA Board for an award of contract with the selected consultant. The staff report must include background information on proposals sought and received and any additional information pertinent to the request for expenditures including a detailed scope of work, budget and schedule. Once approved, the Executive Officer will issue a NTP using the existing On-Call PSA. If no agreement is on file, staff will utilize the pre-approved general Professional Services Agreement template and attach the proposal as an exhibit prior to execution.

#### **4. Consulting Services over \$500k**

- a. Working in consultation with the CSC, staff will prepare a detailed RFP. The list of consultants for this solicitation will include names from the On-Call Consulting List and names from the GWMA membership and stakeholders including publication in a general circulation if requested. The RFP will be posted on GWMA's website.
- b. Once the evaluation of consultant proposals and selection of top ranked consultant is complete, the Executive Officer will attempt to negotiate a fair and reasonable price with the top ranked consultant.
- c. If a satisfactory price cannot be negotiated with the most highly qualified consultant, the Executive Officer will end negotiations with that consultant and select the next most highly qualified provider.
- d. The Executive Officer will attempt to negotiate a price with that consultant at a fair and reasonable price.
- e. The Executive Officer will continue this process to select and negotiate until a fair and reasonable price is achieved.
- f. With the recommendation of the CSC, the Executive Officer will request authorization from the GWMA Board for an award of contract with the selected consultant. The staff report must include background information on proposals sought and received and any additional information pertinent to the request for expenditures including a detailed scope of work, budget

and schedule. Once approved, the Executive Officer will issue a NTP using the existing On-Call PSA. If no agreement is on file, staff will utilize the pre-approved general PSA template and attach the proposal as an exhibit prior to execution

**5. Award and Contract Amendments**

1. The Executive Officer, in consultation with the Chairperson is authorized to issue amendments to the agreement for up to \$10,000 for changes or additions to the original scope of services that are equal or less than 10% of the original contract amount.
2. The Chair, in consultation with the Executive Committee is authorized to issue contract amendments to the agreement for up to \$20,000 for changes or additions to the original scope of services that are equal or less than 20% of the original contract amount
3. All other amendments must receive a majority approval of the GWMA Board.

**6. Procedure Established by Granting Agencies, State or Federal agencies**

Should a specific procedure for consultant selection be required from a Federal or State granting agency, GWMA shall follow the required procedures.

**EXCEPTIONS**

1. With a majority vote of the GWMA Board, a particular consultant may be chosen based on the unique requirements and/or experience of the consultant for a particular scope of work.
2. In the case of a unique requirement and/or time sensitive circumstance, a consultant may be requested to submit a proposal by the watershed committee subject to a majority approval by the GWMA Board.
3. The approved On-Call Consulting List is not limited. Staff, at any time may request a statement of qualifications from additional consultants.
4. Changes to this policy may be made by a majority vote of the GWMA Board at any time. Any process herein may be modified depending on specific grant guidelines. Definitions are listed below.

Definitions:

GWMA – Gateway Water Management Authority  
NTP – Notice to Proceed  
PSA – Professional Services Agreement  
PSC – Professional Services Committee  
RFP – Request for Proposals  
RFQ – Request for Qualifications  
SOQ – Statement of Qualifications

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April 14, 2016

## SECTION NO. 7 Discussion/Action Regarding SB953 and AB1794

### Discussion

At the request of Chair Chris Cash and Vice-Chair Adriana Figueroa, staff was requested to take this important item to the GWMA Board for discussion and possible action. The Southeast Water Coalition "SEWC" took on this item and has held several discussions at its Administrative Entity meetings and Policy Board meetings. Several members of SEWC are also members of GWMA. Due to the importance of the discussion and opinions presented at the SEWC meetings, staff is following the anticipated positions of SEWC.

### Background

At the February 4, 2016 meeting of the SEWC Policy Board, Senator Ricardo Lara spoke during public comments regarding his pending legislation SB 953. Because the item was not included on the agenda for that meeting, the Board was unable to take a position on the pending legislation. The Board instructed staff to review SB 953 and present their findings and recommendation at the next Policy Board meeting.

Additionally there is a second piece of legislation that may affect the Central Basin Municipal Water District, AB 1794 (Garcia).

Both bills were discussed at the Administrative Entity meeting of March 17, 2016 as well as at a Special Meeting of the AE on March 24, 2016. There was a discussion on whether SEWC should take a position of support on both bills or if SEWC should support their development as each bill attempts to resolve the challenges identified in the State's audit utilizing a different approach. While there are differences in the bills, there are also areas that overlap. There has not been any substantive discussion on consolidation of the bills; therefore, both of the bills are under consideration.

Both bills are consistent with the State Auditor's recommendations and recognize the

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importance of changing the governance structure of CBMWD and adhere to the recommendations of the State Auditor. However, they differ primarily in the way they propose to change the governance structure of the District's Board of Directors. The basic differences between the bills are outlined below.

## **Analysis**

AB 1794: Assemblymember Garcia requested input from the water purveyors serviced by CBMWD. Workshops were held in January and February 2016, which resulted in the drafting of AB 1794 and its latest amendment. AB 1794 includes the following provisions:

- 4-3 member Board; with 4 elected and 3 appointed positions. Appointments are to be made by the water purveyors. Appointed members of the Board will need to have water expertise and be required to either live or work within the District boundaries. Appointed members of the Board cannot be elected officials.
- Formation of a Technical Advisory Committee (TAC). The TAC would be comprised of 5 members, all appointed by the water purveyors. The TAC would essentially have veto powers over items within the following categories: contracting (procurement), administrative code changes related to ethics, director compensation, and benefits. Example, if the TAC does not approve a particular sole source contract, that item cannot be heard or acted on by the Board of the CBMWD.

SB 953 includes the following provisions:

- Prohibits CBMWD from using sole source contracts, except as prescribed. This bill would require the CBMWD to rebid a contract if the CBMWD significantly changes the scope of work of the contract.
- Requires the general manager of the CBMWD to submit a quarterly report to the CBMWD's Board detailing all of the CBMWD's contracts, contract amendments, and contract and amendment dollar amounts.

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- Modifies the governance structure of CBMWD. The proposed Board would consist of seven members, five members elected and two members appointed by the Board of Supervisors of the County of Los Angeles.
- Prohibits CBMWD from providing any member of its Board of Directors with CBMWD funds to conduct community outreach activities.

As with the Administrative Entity of SEWC, GWMA is recommending that the GWMA Board of Directors adopt a SUPPORT WITH AMENDMENTS position for both bills. The key elements of how the appointed members of the District Board will be selected and what qualifications, if any, will be required along with the actual makeup of the CBMWD Board; a seven member board under the Lara bill (5 elected and 2 appointed), versus 4 elected and 3 appointed under the Garcia bill, are still to be determined. Additionally the Garcia bill includes a Technical Advisory Committee which will have veto powers over certain issues, vs. the Lara bill which codifies the findings of the State Audit in the legislation. Until these details are determined and the bills are finalized, it is recommended that GWMA, while supportive of the intent of both bills and the efforts of both legislators, take a position of support with amendments.

### **Recommendation:**

1. Adopt a Position of SUPPORT WITH AMENDMENTS for both SB 953 and AB 1794.
2. Submit letters reflecting the Board's position to the sponsors of SB 953 and AB 1794, Senator Lara and Assemblymember Garcia, respectively.

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**TO:** GRACE KAST, GWMA

**FROM:** JASON GONSALVES, JOE A. GONSALVES & SON

**SUBJECT:** SB953 (LARA), AB1794 GARCIA)

**DATE:** THURSDAY, APRIL 07, 2016

---

As you know, Senator Lara and Assemblymember Garcia have both introduced legislation (SB953 and AB1794 respectively) proposing to change the composition of the Central Basin Municipal Water District (CBMWD).

On Wednesday, April 7<sup>th</sup> SB953 passed out of Senate Governance and Finance Committee 5-1, during which Senator Lara pledged to work with Assemblymember Garcia. Likewise on April 7<sup>th</sup> AB1794 passed out of the Assembly Local Government Committee 8-0 with Assemblymember Garcia's commitment to work with Senator Lara.

It is worth noting the fact that a group of residents from Bell and Southgate appeared before both policy committees in opposition to the appointment processes contained in each bill. Their SB953 testimony centered upon their belief Los Angeles County Supervisorial appointments would be "pay to play" for political allies and on AB1794 they expressed a "lack of trust, conflict of interest" having the private water companies as potential appointees.

The fact that two similar and potentially competing measures will likely create procedural questions amongst the local agencies, I thought I would provide you with the following strategic advice:

Recognizing both Senator Lara and Assemblymember Garcia are well respected Members of the Legislature and Democratic Leadership I would say both bills enjoy a strong chance of success, however it is highly unlikely they will pass without the two proposals being amended to address their differences. Simply put, I expect the two Authors and Houses will ultimately come together on a unified approach/measure(s).

Politically speaking the Senate and Assembly leadership will protect their Members, meaning once the bills move to the other house the Speaker and Pro-Tem will likely hold them until the two Authors reach an agreement. Please note Speaker Rendon is a co-author on AB1794, which his Consultant was quick to point to me "and he doesn't co-author many bills".

In the meantime, I recommend the Gateway Water Management Authority (GWMA) support both Senator Lara and Assemblymember Garcia's bills in concept and in that same letter respectfully request the provisions/amendments you would like to see in the bills. This will provide both Authors with a clear position from the GWMA members and should preclude individual cities from having to pick one bill and/or the other.

Again, both Authors are very well respected and I recommend we support their efforts to reform the CBMWD governance structure.

Should you have any questions or concerns please do not hesitate to contact me.

**SENATE BILL**

**No. 953**

---

**Introduced by Senator Lara**

February 4, 2016

---

An act to add Article 2 (commencing with Section 71730) to Chapter 5 of Part 5 of Division 20, and to add Part 11.6 (commencing with Section 72770) to Division 20 of, the Water Code, relating to the Central Basin Municipal Water District.

LEGISLATIVE COUNSEL'S DIGEST

SB 953, as introduced, Lara. Central Basin Municipal Water District.

Existing law, the Municipal Water District Law of 1911, authorizes the formation of a municipal water district to acquire and sell water. The district law authorizes a municipal water district to make contracts.

This bill would prohibit the Central Basin Municipal Water District from using sole source contracts, except as prescribed. This bill would require the district to rebid a contract if the district significantly changes the scope of work of the contract. This bill would require the general manager of the district to submit a quarterly report to the district's board detailing all of the district's contracts, contract amendments, and contract and amendment dollar amounts. By imposing new duties on a municipal water district, this bill would impose a state-mandated local program.

The district law requires the board of directors of a municipal water district to consist of 5 members and each member is required to be a resident of the division from which he or she is elected.

This bill would require the board of directors of the Central Basin Municipal Water District to consist of 7 members, 5 members elected and 2 members with certain qualifications appointed by the board of supervisors of the County of Los Angeles, as prescribed. This bill would prohibit the Central Basin Municipal Water District from providing any



member of its board of directors with district funds to conduct community outreach activities.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Central Basin Municipal Water District.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: yes.

*The people of the State of California do enact as follows:*

1 SECTION 1. Article 2 (commencing with Section 71730) is  
2 added to Chapter 5 of Part 5 of Division 20 of the Water Code, to  
3 read:

4  
5 Article 2. Central Basin Municipal Water District  
6

7 71730. (a) For the purposes of this article, “district” means  
8 the Central Basin Municipal Water District.

9 (b) It is the intent of the Legislature in enacting this article that  
10 the district make better use of the funds it spends on services, that  
11 it does not unnecessarily use amendments that limit competitive  
12 bidding for its contracts, and that its contract amendments reflect  
13 the authorization of the district’s board.

14 71731. (a) The district shall not use sole source contracts unless  
15 one of the following conditions is met:

16 (1) The contract is limited to an emergency circumstance.

17 (2) The circumstances are that only one vendor can meet the  
18 district’s needs.

19 (b) Before executing a sole source contract, the district shall  
20 provide written justification demonstrating the reasons for not  
21 competitively bidding the services. The justification shall include  
22 all of the following information:

23 (1) The background of the purchase.

1 (2) A description of the vendor’s uniqueness.

2 (3) An explanation of the consequences of not purchasing from  
3 the vendor.

4 (4) Market research to substantiate a lack of competition.

5 (5) An analysis of pricing and alternatives.

6 71732. The district shall rebid a contract if the district  
7 significantly changes the scope of work of the contract. Significant  
8 changes include, but are not limited to, changes to the nature of  
9 the services or work products.

10 71733. The general manager of the district shall submit a  
11 quarterly report to the district’s board detailing all of the district’s  
12 contracts, contract amendments, and contract and amendment  
13 dollar amounts.

14 SEC. 2. Part 11.6 (commencing with Section 72770) is added  
15 to Division 20 of the Water Code, to read:

16  
17 PART 11.6. CENTRAL BASIN MUNICIPAL WATER  
18 DISTRICT  
19

20 72770. For the purposes of this part, “district” means the  
21 Central Basin Municipal Water District.

22 72771. Notwithstanding any other provision of this division,  
23 the board of directors of the district shall consist of seven members  
24 who shall each serve four-year terms. The members of the board  
25 of directors shall be selected as follows:

26 (a) Five members of the board of directors shall be elected in  
27 accordance with Part 3 (commencing with Section 71250) and Part  
28 4 (commencing with Section 71450). Members of the board of  
29 directors of the district who were elected on or before January 1,  
30 2018, shall continue to serve their term as provided in Section  
31 71252.

32 (b) (1) Two members of the board of directors shall be  
33 appointed by the board of supervisors of the County of Los Angeles  
34 in a public meeting. The board of supervisors shall consider any  
35 nominations of candidates for appointment made by a water retailer  
36 that purchases water from the district, if any, and may also consider  
37 other qualified candidates for appointment. Each member of the  
38 board of directors appointed pursuant to this subdivision shall  
39 possess the following qualifications:

40 (A) Residence within the boundaries of the district.

1 (B) Knowledge of the water industry and familiarity with the  
2 role and responsibilities of a municipal water district.

3 (2) If a member of the board of directors appointed pursuant to  
4 this subdivision is unable to serve for the duration of his or her  
5 term, the board of supervisors shall appoint a member to fill that  
6 vacancy in the same manner specified in paragraph (1).

7 72772. The district shall not provide any member of its board  
8 of directors with district funds to conduct community outreach  
9 activities.

10 SEC. 3. The Legislature finds and declares that a special law  
11 is necessary and that a general law cannot be made applicable  
12 within the meaning of Section 16 of Article IV of the California  
13 Constitution because of the unique circumstances of the Central  
14 Basin Municipal Water District as described in the California State  
15 Auditor's December 3, 2015, report number 2015-102.

16 SEC. 4. If the Commission on State Mandates determines that  
17 this act contains costs mandated by the state, reimbursement to  
18 local agencies and school districts for those costs shall be made  
19 pursuant to Part 7 (commencing with Section 17500) of Division  
20 4 of Title 2 of the Government Code.

AMENDED IN ASSEMBLY MARCH 17, 2016

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

**ASSEMBLY BILL**

**No. 1794**

---

**Introduced by Assembly Member Cristina Garcia  
(Coauthor: Assembly Member Rendon)**

February 4, 2016

---

An act to ~~amend Section 71250~~ *add Chapter 1.6 (commencing with Section 71265) to Part 3 of Division 20* of the Water Code, relating to municipal water districts.

LEGISLATIVE COUNSEL'S DIGEST

AB 1794, as amended, Cristina Garcia. ~~Municipal water districts: board of directors.~~ *Central Basin Municipal Water District.*

Existing law, the Municipal Water District Law of 1911, provides for the formation of municipal water districts and grants to those districts' specified powers. Existing law permits a district to acquire, control, distribute, store, spread, sink, treat, purify, recycle, recapture, and salvage any water for the beneficial use of the district, its inhabitants, or the owners of rights to water in the district. Existing law requires the board of directors of a district to consist of 5 members and each director to be a resident of the division from which the director is elected.

This bill would ~~make a nonsubstantive change in these provisions:~~ *require the board of directors of the Central Basin Municipal Water District to be composed of 8 directors, until the directors elected at the November 6, 2018, election take office, when the board would be composed of 7 directors, as prescribed. This bill would require the Central Basin Municipal Water District to establish a technical advisory committee composed of 5 water purveyors selected every 2 years, as*

*specified, to meet on a quarterly basis for certain purposes. By imposing new duties on the district, this bill would create a state-mandated local program.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.*

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: ~~no~~-yes.

*The people of the State of California do enact as follows:*

1     SECTION 1. Chapter 1.6 (commencing with Section 71265)  
2     is added to Part 3 of Division 20 of the Water Code, to read:

3  
4     CHAPTER 1.6. CENTRAL BASIN MUNICIPAL WATER DISTRICT

5  
6     71265. For the purposes of this chapter:

7     (a) "District" means the Central Basin Municipal Water  
8     District.

9     (b) "Large water purveyor" means one of the top five purveyors  
10    of water as measured by the total purchase of water from the  
11    district for the three prior fiscal years.

12    71266. (a) Except as provided in subdivision (b) and  
13    notwithstanding any other provision of this division, the board of  
14    the district shall be composed of seven directors as follows:

15    (1) Four directors, one director elected for each division  
16    established pursuant to subdivision (c) by the voters of the division.  
17    Each director shall be a resident of the division from which he or  
18    she is elected.

19    (2) Three directors appointed by the water purveyors of the  
20    district in accordance with Section 71267.

21    (b) Until the directors elected at the November 6, 2018, election  
22    take office, the board of the district shall be composed of eight  
23    directors as follows:

24    (1) Five directors in accordance with Section 71250.

1     (2) *Three directors appointed by the water purveyors of the*  
2 *district pursuant to Section 71267.*

3     (c) *The board of the district shall divide the district into four*  
4 *divisions in a manner as to equalize, as nearly as practicable, the*  
5 *population in the respective divisions pursuant to Section 71540.*

6     71267. (a) *The executive director of the district shall notify*  
7 *each water purveyor of the district and provide a 60-day period*  
8 *during which the district will accept nominations for appointment*  
9 *of individuals to the board of the district.*

10    (b) *Individuals nominated for appointment to the board of*  
11 *directors shall demonstrate eligibility and relevant technical*  
12 *expertise.*

13    (c) (1) *The three directors appointed by the water purveyors*  
14 *shall be selected by the water purveyors of the district every four*  
15 *years as follows:*

16    (A) *One director shall be selected by all large water purveyors*  
17 *from the nominees of large water purveyors. Each large water*  
18 *purveyor shall have one vote.*

19    (B) *One director shall be selected by all cities that are water*  
20 *purveyors of the district from the nominees of cities. Each city*  
21 *shall have one vote.*

22    (C) *One director shall be selected by all of the water purveyors*  
23 *of the district from any nominee. The vote of each purveyor shall*  
24 *be weighted to reflect the number of service connections of that*  
25 *water purveyor.*

26    (2) *Each nominee for director who receives the highest number*  
27 *of votes cast for each office described in paragraph (1) is appointed*  
28 *as a director to the board of the district and shall take office in*  
29 *accordance with Section 71512. The district shall collect the votes*  
30 *and report the results to the water purveyors. Votes for an*  
31 *appointed director are public records.*

32    (d) *Each appointed director shall live or work within the district.*

33    (e) *In order to ensure continuity of knowledge, the directors*  
34 *appointed at the first purveyor selection shall classify themselves*  
35 *by lot so that two of them shall hold office until the selection of*  
36 *their successors at the first succeeding purveyor selection and one*  
37 *of them shall hold office until the selection of his or her successor*  
38 *at the second succeeding purveyor selection.*

39    (f) (1) *The term of a director appointed pursuant to*  
40 *subparagraph (A) of paragraph (1) of subdivision (c) is terminated*

1 *if the appointed director no longer is employed by or a*  
2 *representative of a large water purveyor.*

3 *(2) The term of a director appointed pursuant to subparagraph*  
4 *(B) of paragraph (1) of subdivision (c) is terminated if the*  
5 *appointed director no longer is employed by or a representative*  
6 *of a city.*

7 *(3) The term of a director appointed pursuant to subparagraph*  
8 *(C) of paragraph (1) of subdivision (c) is terminated if the*  
9 *appointed director no longer is employed by or a representative*  
10 *of a water purveyor.*

11 *(g) An appointed director shall not do either of the following:*

12 *(1) Hold an elected office.*

13 *(2) Be a president, vice president, chief financial officer, or*  
14 *shareholder of a private company that purchases water from the*  
15 *district.*

16 *(h) A vacancy in an office of appointed director shall be filled*  
17 *in accordance with the selection process described in subdivisions*  
18 *(a) to (c), inclusive.*

19 *71268. (a) (1) The district shall establish a technical advisory*  
20 *committee composed of the representatives of five water purveyors*  
21 *selected before December 31, 2016, and every two years thereafter,*  
22 *as follows:*

23 *(A) One position shall be selected by the large water purveyors*  
24 *from nominated large water purveyors, each large water purveyor*  
25 *having one vote.*

26 *(B) One position shall be selected by the cities that are water*  
27 *purveyors of the district from nominated cities, each city having*  
28 *one vote.*

29 *(C) Three positions shall be selected by all water purveyors of*  
30 *the district from nominated water purveyors with the vote of each*  
31 *purveyor weighted to reflect the number of service connections of*  
32 *that water purveyor.*

33 *(2) Each nominated water purveyor that receives the highest*  
34 *number of votes cast for each position described in paragraph (1)*  
35 *is selected to the position. The district shall collect the votes and*  
36 *report the results to the water purveyors. Votes for a position on*  
37 *the technical advisory committee are public records.*

38 *(b) In composing the technical advisory committee, a person*  
39 *and an alternate from each water purveyor selected to a position*  
40 *pursuant to subdivision (a) shall serve on the technical advisory*

1 committee. A purveyor may change the person or alternate that  
2 serves on the technical advisory committee at any time. Those  
3 selected shall demonstrate eligibility and relevant technical  
4 expertise.

5 (c) The executive director of the district shall notify each water  
6 purveyor of the district and provide a 60-day period during which  
7 the district will accept nominations to serve on the technical  
8 advisory committee.

9 (d) (1) To be eligible to serve on the technical advisory  
10 committee, a water purveyor shall not have an individual employed  
11 by or representing that water purveyor on the board of the district.

12 (2) A water purveyor shall not hold more than one technical  
13 advisory committee seat.

14 (3) No person selected to represent a water purveyor on the  
15 committee shall be a president, vice president, chief financial  
16 officer, or shareholder of a private company that purchases water  
17 from the district.

18 71269. (a) The technical advisory committee shall meet on a  
19 quarterly basis for the following purposes:

20 (1) To review the district's budget and projects for the purpose  
21 of providing nonbinding advice to the district's general manager.

22 (2) To review and approve proposed changes to the  
23 administrative code relating to ethics, director compensation, and  
24 benefits.

25 (3) To review and approve proposed changes relating to  
26 procurement.

27 (b) The board of the district shall not make a change described  
28 in paragraph (2) or (3) of subdivision (a) unless the technical  
29 advisory committee approves the change by majority vote before  
30 the change comes to a vote of the board of the directors.

31 SEC. 2. If the Commission on State Mandates determines that  
32 this act contains costs mandated by the state, reimbursement to  
33 local agencies and school districts for those costs shall be made  
34 pursuant to Part 7 (commencing with Section 17500) of Division  
35 4 of Title 2 of the Government Code.

36 ~~SECTION 1. Section 71250 of the Water Code is amended to~~  
37 ~~read:~~



- 1     ~~71250. The board of directors shall consist of five members.~~
- 2     ~~Each director shall be a resident of the division from which he or~~
- 3     ~~she is elected.~~

16401 Paramount Boulevard  
Paramount, CA 90723  
562.663.6850 phone  
562-634-8216 fax



[www.gatewaywater.org](http://www.gatewaywater.org)

*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

April 14, 2016

The Honorable Senator Ricardo Lara  
**Huntington Park District Office**  
6550 Miles Avenue, 2nd Floor  
Huntington Park, CA 90255

**Re: Support with Amendments for Senate Bill, SB953**

Dear Senator Lara:

The Gateway Water Management Authority (GWMA) would like to thank you for your continued support of our region and your proposed legislation, Senate Bill 953 (SB953) regarding the governance structure of the Central Basin Municipal Water District.

As you know, the Central Basin Municipal Water District (CBMWD) serves a vital role in meeting the water supply needs of nearly 2 million people in 24 cities and 6 unincorporated areas in Southeast Los Angeles County. In recent years, the CBMWD's actions have called into question the efficiency and effectiveness of its operations. In December 2015, the California State Auditor completed an audit of the CBMWD concerning their planning, operations and management, long-term financial viability, and control environment. The audit resulted in a series of recommendations to improve governance, transparency and financial stability of the CBMWD.

SB953 creates a new governance structure to ensure that CBMWD will effectively fulfill its responsibilities moving forward and are consistent with the State Auditor's recommendation.

We thank you for your commitment and dedication to our region and look forward to our continued partnership. We understand that water purveyors in the central groundwater basin would like to meet with you to discuss possible amendments to the bill specifically as it relates to the governance structure, and GWMA encourages their input and involvement.

If you have any questions, or wish to discuss this further, please contact Grace Kast, GWMA Executive Officer at (626) 485-0338.

Sincerely,

Christopher S. Cash  
Chair

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

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*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

April 14, 2016

Assemblymember Cristina Garcia  
Assistant Majority Floor Leader  
State Capitol  
Sacramento, CA 95814

**RE: Support with Amendments for AB 1794: Central Basin Municipal Water District**

Dear Assemblymember Garcia,

The Gateway Water Management Authority (GWMA) would like to thank you for your continued support of our region and your proposed legislation, AB 1794 regarding the governance structure of the Central Basin Municipal Water District.

In the last decade, Central Basin Municipal Water District (CBMWD) has lost credibility with the communities it serves, as it battled other water agencies in its region and its directors' actions were questioned. The State Auditor's report from 2015 highlighted the problems of leadership and ethics within the Board that governs the district. While the CBMWD has started to fulfill its responsibilities to respond to the auditor's report, permanent changes in governance are needed for real long-term reform.

AB 1794 creates a new governance structure to ensure that CBMWD will effectively fulfill its responsibilities moving forward and are consistent with the State Auditor's recommendations. We understand there is further work to be done in refining some elements of the Bill and ask that you continue to keep us engaged as those amendments are formulated.

We appreciate your hard work and dedication in making sure that the water purveyors were part of the development of AB 1794 and commend your efforts in continuing to keep us engaged throughout this legislative process. If you have any questions, or wish to discuss this further, please contact Grace Kast, Executive Director, at (626) 485-0338.

Sincerely,

Christopher S. Cash  
Chair

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
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*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

April 14, 2016

## **SECTION NO. 8      Discussion/Action Regarding Reduced Membership Dues**

### **BACKGROUND:**

In May 2012, the GWMA Board directed the Executive Officer to offer applications for full membership with reduced dues. Further, they directed staff to utilize the same criteria and application format adopted by the Board for Ex-Oficio Participants. As part of the application and approval process, the Board authorized the Executive Officer to contact the requesting city or agency to discuss and then recommend an annual membership due level for the particular entity.

### **DISCUSSION:**

Currently, GWMA has 5 memberships with reduced dues. They are as follows: Artesia (\$5,000), Bell (\$7,500), Cudahy (\$5,000), Hawaiian Gardens (\$5,000), and Maywood (\$2,000). In preparation for the FY2016/17 Budget, the Chair requested that the Board review the Reduced Membership Dues Policy to determine if this practice should be continued, changed or eliminated.

### **RECOMMENDATION**

1. The Board provide direction on continuing the current program; or changing or eliminating the Reduced Membership Dues program for all members effective July 1, 2016.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
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*With Technical Support From The Sanitation Districts Of Los Angeles County*

# GATEWAY WATER MANAGEMENT AUTHORITY

*Los Angeles Gateway Region  
Integrated Regional Water Management  
Joint Powers Authority*

16401 Paramount Blvd., Paramount, CA 90723 • 562.663.6850 phone 562.634.8216 fax • [www.gatewayirwmp.org](http://www.gatewayirwmp.org)

## APPLICATION FOR CITY/WATER AGENCY TO PAY REDUCED DUES FOR GWMA JPA MEMBERSHIP

To: GWMA Board of Directors

From: \_\_\_\_\_ (individual's name)

\_\_\_\_\_ (individual's title)

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

The city of/water agency \_\_\_\_\_ (*print organization name*) is submitting this application for consideration of reduced dues. Our city/water agency meets one or more of the following criteria (please check all that apply):

\_\_\_\_\_ Has less than 10 full time employees

\_\_\_\_\_ Has a 2010 population of less than 10,000

\_\_\_\_\_ Has eliminated 10% of the city/water agency workforce in the last two years

\_\_\_\_\_ Has General Fund revenues that have not returned to FY2009-2010

\_\_\_\_\_ Is less than 2 square miles in area

Other: \_\_\_\_\_

Annual Membership Dues Amount Requested for FY 201\_\_/201\_\_: \$ \_\_\_\_\_

I certify that the information used to determine the criteria indicated above is true and accurate. (If available, please provide evidence).

Signature \_\_\_\_\_

Date \_\_\_\_\_

*Please submit your application to Grace Kast at the above address or via e-mail to: [tonipenn.gateway@gmail.com](mailto:tonipenn.gateway@gmail.com).  
For questions, please call Toni at 626-484-6876 (cell)*

**Christopher Cash, Board Chair • Adriana Figueroa, Vice-Chair • Charlie Honeycutt, Secretary/Treasurer • Kevin Wattier, Chair Emeritus**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

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*With Technical Support from the Sanitation Districts of Los Angeles County*

AGENDA ITEM NO. 8

<b>MEMBERS WITH REDUCED MEMBERSHIP DUES</b>				
<b>CITY</b>	<b>2012/13</b>	<b>2013/14</b>	<b>2014/15</b>	<b>2015/16</b>
Artesia	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Bell	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Cudahy	N/A	\$5,000.00	\$5,000.00	\$5,000.00
Hawaiian Gardens	N/A	\$5,000.00	\$5,000.00	\$5,000.00
Maywood	N/A	\$2,000.00	\$2,000.00	\$2,000.00

# Gateway Regional Water Conservation Alliance Report

Los Angeles Gateway Region Integrated Regional Water Management Authority

June 2011





# **Gateway Regional Water Conservation Alliance Report**

**Los Angeles Gateway Region  
Integrated Regional Water  
Management Authority**

**June 2011**



# 1 Introduction

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The Senate Bill X7-7 (SBX7-7), the Water Conservation Act of 2009 (Act) was signed into law November 2009. This legislation set a goal of achieving a 20 percent statewide reduction in urban per capita water use, and requires urban retail water suppliers to set 2020 Urban Water Use Targets to meet that goal. Commonly referred to as the 20 by 2020 plan The Act identifies the methodologies, water use targets and reporting requirements that apply to urban water suppliers. It directed the California Department of Water Resources (DWR) to develop technical methodologies and criteria to ensure the consistent implementation of the Act, and to provide guidance to urban retail water suppliers in developing baseline water use and compliance water use targets.

The Act requires that urban retail water suppliers who have either 3000 or more connections or provide 3000 acre-feet or more of water per year to their customers, develop Per Capita Urban Water Use Targets for 2020 in order to qualify for state grants and loans. Each urban retail water supplier must include the following information in their Urban Water Management Plans (UWMPs), beginning in their submittal for 2010:

- Baseline Daily Per Capita Water Use (Baseline)
- 2020 Urban Water Use Target (2020 Target)
- 2015 Interim Urban Water Use Target (2015 Interim Target)

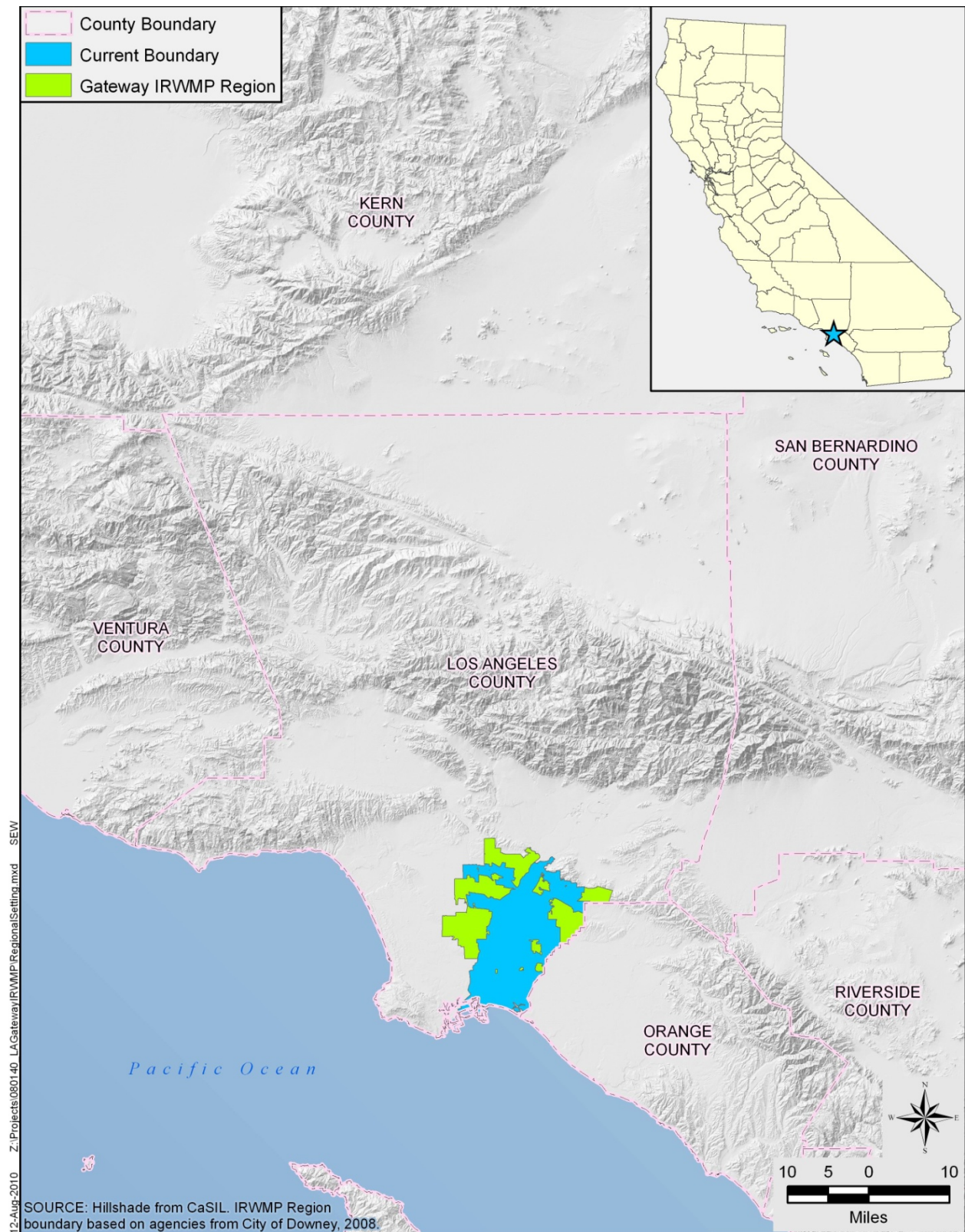
According to Sections 10608.20(a)(1) and 10608.28 of the California Water Code, urban retail water suppliers may plan, comply, and report the above information on a regional basis, an individual basis, or both.

The Gateway Cities formed the Los Angeles Gateway Integrated Water Management Authority (Gateway Authority) to develop a detailed integrated regional water management plan specifically for the Gateway area and to assist the area in other water related projects. The Gateway Authority is an official joint powers authority (JPA) under California law. There are currently 19 entities signatory to the JPA. They are actively engaging in both stakeholder and public outreach programs to expand JPA membership. The Gateway Region is located in southeast Los Angeles County, see Figure 1.

As most urban water retailers in the Gateway Region are signatories to the Gateway Authority, it is a logical extension of regional planning efforts for the Authority to comply with the reporting requirements of SBX7-7 on a regional basis.

If complying on a regional basis, a letter must be submitted to DWR stating that a Regional Alliance has been formed. The alliance members must sign an agreement committing to their participation and to meeting the 2015 interim and 2020 Urban Water Use Targets. Each board must also submit a resolution binding their agency to that agreement. Regional 2020 Targets and 2015 Interim Targets must also be included in each Regional Alliance member's Urban Water Management Plan.

**Figure 1. Gateway Authority Location**



If a Regional Alliance meets its regional target, then all suppliers in the alliance will be deemed compliant. If a Regional Alliance fails to meet its regional target, water suppliers in the Alliance that meet their individual targets will be deemed compliant. Water suppliers in alliances that meet neither their individual target nor their regional target will be deemed non-compliant. In general, urban water suppliers that use less than 100 gallons per capita per day are exempt from setting compliance targets. An agency that has a low per capita water use helps lower the target for the region, but can still use its individually calculated target.

The participating agencies within the Gateway Region formed a regional alliance. Copies of the draft Letter Agreement and draft resolution can be found in Appendix C.

One goal of the Gateway Regional Alliance is to provide flexibility for the cities and water agencies within the Gateway Region to comply with the requirements of SBX7-7. By enabling the cities and water agencies in the area to plan, comply, and report either regionally or independently, the Gateway Regional Alliance improves the likelihood that those cities and water agencies will qualify for grant funds. A second, long-term goal is for the participating agencies to take a regional approach to water conservation and encourage further cooperation between the participating agencies.



## 2 Outreach and Participation

---

### 2.1 Regional Alliance

A total of 24 urban water suppliers (cities, water companies, and water districts) in the Gateway IRWMP area were invited to form the Gateway Regional Alliance. Figure 2 below shows all of the communities located within the Gateway IRWMP area. A contact list was developed and the urban water suppliers in the Gateway IRWMP area were engaged during the early stages of the Gateway Regional Alliance process. A letter was sent to each of the urban water supplier representatives, which included an explanation of the goals and objectives of forming the Gateway Regional Alliance and the benefits of planning, reporting, and complying with the Water Conservation Act of 2009. In addition to the letter, an email with requests for specific water use data was sent out to each urban water supplier. The email explained the type of data required for the 20x2020 Compliance calculations, and identified where that data might be found. Follow-up telephone calls were made to encourage participation in the Gateway Regional Alliance as well as provide information about the alliance process in general and to clarify any questions regarding the data requests.

Once agency-specific data was received and processed, the information was sent back to the individual representatives for their review and comment. Comments, if any, were addressed, and the individual data was entered into the database for regional calculations.

Of the 24 urban water suppliers that were contacted, 15 agencies have agreed to participate and will form the Gateway Regional Alliance.

Participating Agencies	
Bellflower-Somerset Mutual Water Company	City of Downey
City of Bell Gardens	City of Lakewood
City of Long Beach	City of Lynwood
City of Norwalk	City of Paramount
City of Pico Rivera	Pico Water District
City of Santa Fe Springs	City of Signal Hill
City of South Gate	City of Vernon
City of Whittier	

The remaining urban water suppliers, listed below, chose not to participate because they are not required to submit an UWMP or stated that they would comply with the SBX7-7 requirements individually.

City of Cerritos	Doing own calculations
California Water Service Company	Doing own calculations
City of Commerce	UWMP not required
Golden State Water Company	Doing own calculations
City of Huntington Park	Doing own calculations
La Habra Heights County Water District	UWMP not required
Montebello Land & Water	Doing own calculations
Park Water Company	Doing own calculations
San Gabriel Valley Water Company	Doing own calculations
Suburban Water Systems	Doing own calculations

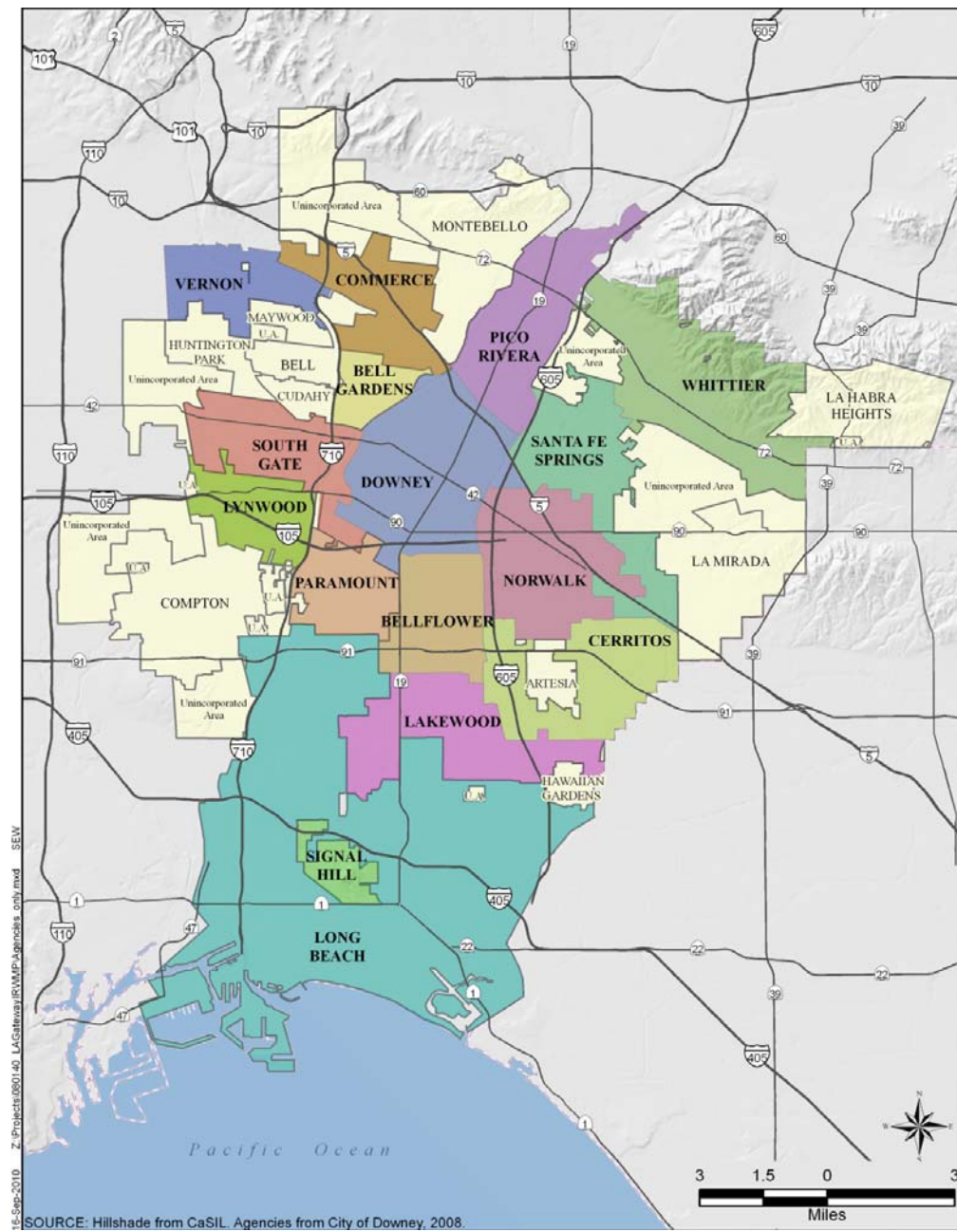
## 2.2 Public Hearing

A public hearing was conducted as required by the guidelines to gather any public comments on the formation of a regional alliance for reporting water use targets and on the draft results of the 20x2020 calculations (presented later in this document). The hearing was held on May 13 in conjunction with a regular meeting of the Gateway Authority. The hearing was noticed on May 4 and May 10, 2011 in the Los Angeles Times and the Long Beach Press Telegram, as well as being noticed in the Gateway Authority May 13, 2011 Agenda.

On behalf of the Authority, Gateway Authorities consultant presented the background and results of the 2015 and 2020 water use targets for the region and for each individual participating agency. There were no comments submitted at the public hearing.



**Figure 2. Gateway IRWMP Area Map**





### 3 Calculations

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The following is an explanation of the elements used to calculate the urban per capita water use for both the 10-Year and the 5-Year Baseline periods:

- **Population Estimate:** The population estimates were obtained from each agency's DWR Public Water System Statistics Reports. Each agency's service area population estimates were developed based on US Census data and California Department of Finance data.
- **Groundwater Extraction:** Groundwater extraction values from each agency were obtained from analysis of DWR Public Water System Statistics Reports. Groundwater used to develop water production wells and groundwater sold to other water utilities was deducted from the overall groundwater extraction volume. This identified the amount of groundwater entering a given agency's distribution system.
- **Purchased Water:** The Alliance participants made numerous water purchases during the selected 10-Year and 5-Year Baseline periods. Additional water was purchased intra-regionally – between suppliers – as well as from the Central Basin Municipal Water District. Purchased water was excluded from the selling agency's calculated water use, but included in the purchasing agency's water use; thus the same water was not counted twice.
- **Distribution System Storage Change:** The net change in the distribution system storage was not included in the gross water calculation.
- **Agricultural Water Use and Process Water:** Agricultural and process water uses were not included in the gross water use calculation.
- **Gross Water Use Before Indirect Recycled Water Use:** Groundwater extractions and purchased potable water were combined to obtain the gross water use.
- **Indirect Water Use Deduction:** The Water Replenishment District of Southern California (WRD) uses recycled water as a supplement to imported water, local water, and natural recharge for replenishment of the groundwater basin. Table A-1 (Water Replenishment District of Southern California, Engineering Survey and Report, 2011, p. A-6) displays the historical amount of water replenished in the Montebello Forebay Spreading Grounds. The five-year average of recycled water present in the recharged water was estimated for each year in the baseline period. This yearly percentage of recycled water, a 10 percent "in-basin loss," and a 3 percent "distribution system loss," were excluded from the groundwater extraction for each year in the baseline period.
- **Adjusted Gross Water Use Before Indirect Recycled Water Use:** Groundwater extractions adjusted for indirect recycled water use and purchased potable water were combined to obtain the adjusted urban water use.

**Table A-1. Historical Amounts of Total Water Use in the Water Replenishment District**

(In Acre-feet)				
YEAR	GROUNDWATER PRODUCTION	IMPORTED WATER FOR DIRECT USE*	RECLAIMED WATER FOR DIRECT USE*	TOTAL
WATER YEAR				
1960-61	354,400	196,800		551,200
1961-62	334,900	178,784		513,684
1962-63	284,500	222,131		506,631
1963-64	280,400	257,725		538,125
1964-65	271,400	313,766		585,166
1965-66	283,600	308,043		591,643
1966-67	269,000	352,787		621,787
1967-68	281,700	374,526		656,226
1968-69	275,400	365,528		640,928
1969-70	284,800	398,149		682,949
1970-71	272,500	397,122		669,622
1971-72	280,900	428,713		709,613
1972-73	265,900	400,785		666,685
1973-74	266,300	410,546		676,846
1974-75	269,800	380,228		650,028
1975-76	274,700	404,958		679,658
1976-77	271,300	355,896		627,196
1977-78	254,900	373,116		628,016
1978-79	265,000	380,101	100 <sup>(a)</sup>	645,201
1979-80	266,600	397,213	200	664,013
1980-81	269,626	294,730	300	564,656
1981-82	264,461	391,734	300	656,495
1982-83	252,090	408,543	400	661,033
1983-84	248,590	441,151	1,800	691,541
1984-85	245,831	451,549	2,000	699,380
1985-86	249,334	427,860	2,400	679,594
1986-87	244,686	478,744	2,300	725,730
1987-88	238,541	479,318	3,500	721,359
1988-89	244,530	466,166	5,300	715,996
1989-90	245,668	448,285	5,900	699,853
1990-91	240,700	485,109	5,000	730,809
1991-92	252,718	395,191	4,900	652,809
1992-93	190,736	388,949	824	580,509
1993-94	198,391	483,287	3,413	685,091
1994-95	221,998	437,191	6,143	665,332
1995-96	234,636	426,699	19,804	681,139
1996-97	240,137	436,569	25,046	701,752
1997-98	240,164	375,738	27,075	642,977
1998-99	256,344	396,655	30,510	683,509
1999-00	252,082	395,681	33,589	681,352
2000-01	249,231	395,024	32,589	676,844
2001-02	250,231	395,799	38,694	684,724
2002-03	242,214	381,148	38,839	662,201
2003-04	248,378	389,233	36,626	674,237
2004-05	230,004	402,660	33,988	666,652
2005-06	227,839	366,815	35,301	629,955
2006-07	235,770	376,492	41,899	654,161
2007-08	244,732	346,035	45,120	635,887
2008-09	243,402	320,711	43,153	607,266
2009-10	241,329	278,857	43,547	563,734
TOTAL	12,852,393	19,058,840	570,561	32,481,793

(a) Los Coyotes on-line in 1979; Long Beach on-line in 1980

\* - Includes imported & recycled at seawater barriers, but not spreading grounds.

The Act requires that a 2020 Target and 2015 Interim Target be calculated using the above elements and one of four methods. These methods, as described in the 2010 UWMP Guidebook, as follows:

- **Method 1:** Eighty percent of the water supplier's baseline per capita water use.
- **Method 2:** Per capita daily water use estimated using the sum of performance standards applied to indoor residential use, landscaped area water use, and CII uses.
- **Method 3:** Ninety-five percent of the applicable state hydrologic region target.
- **Method 4:** Calculated savings of metering currently unmetered water connections and achieving water conservation measures in three water use sectors.

While the above methods are used to calculate the 2020 Target and 2015 Interim Target for individual agencies, Method 9 is used to calculate the 2020 Target and 2015 Interim Target for a regional alliance. Method 9 does not utilize a distinct set of calculations; rather, the above methods are applied to the region using one of three options described in the 2010 UWMP Guidebook. These options are listed below:

- **Option 1:** A population-weighted average. A target is calculated for an individual urban water supplier, using any method described above, and for any baseline period (ending between December 31, 2004 and December 31, 2010). An agency's target is then multiplied by the ratio of that agency's population to the total population. Summing the resulting values from all participating agencies yields the Regional 2020 Target.
- **Option 2 and Option 3:** An aggregate of individual agency water use and population information. There are slight differences between Option 2 and Option 3, but they can be similarly described. The water use and population information is summed for all participating agencies, and the regional base daily per capita water use is calculated for each year. The 10-year or 15-year baseline is calculated for the region, and one of the four methods described above is applied to obtain the 2020 Target.



## 4 Results

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Multiple Method-and-Option combinations were analyzed to calculate a 2020 Target that would best suit the Gateway Regional Alliance. While the Gateway Regional Alliance elected to calculate the 2020 Target using Option 1 with Method 1 and Method 3, the results of other approaches can be found in Appendix B. The following table details the agency-specific 5-year Baseline, 10-year Baseline, and 2020 Target as well as the Regional 10-Year Baseline, the Regional 2020 Target, and the Regional 2015 Interim Target.

Table 1. Regional Target Calculation

Methodology 9 - Option 1: Population Weighted Average								
City/Agency	2010 Population	2010 5-yr Baseline GPCD	2010 10-yr Baseline GPCD	Baseline Weighted Use GPCD	2020 Target GPCD	Method	2020 Target Weighted Use (Gal)	2015 Interim Target
Bell Gardens	4,950	198	200	0.9	160	1	0.7	
BSMWC	46,000	99	106	4.4	94	3	3.9	
Downey	110,452	114	113	11.3	108	3	10.8	
Lakewood	59,660	106	106	5.7	101	3	5.4	
Long Beach	462,257	112	120	50.1	106	3	44.4	
Lynwood	73,212	64	67	4.4	67	1	4.4	
Norwalk	18,361	115	118	2.0	110	3	1.8	
Paramount	57,805	98	101	5.3	93	3	4.9	
Pico Rivera *	62,942	102	102	5.8	97	3	5.5	
Santa Fe Springs	17,438	328	350	5.5	280	1	4.4	
Signal Hill	11,465	153	161	1.7	142	3	1.5	
South Gate	94,746	73	79	6.7	79	1	6.7	
Vernon	90	83005	81643	6.6	65314	1	5.3	
Whittier	87,128	69	71	5.6	71	1	5.6	
<b>Regional Totals</b>	1,106,506			116.1			105.4	110.7
* City of Pico Rivera and Pico Water District were combined.								



## 5 Regional Alliance Formation

---

### 5.1 Alliance Process

As noted previously, the following urban water suppliers have committed to forming the Gateway Regional Alliance.

Participating Agencies	
Bellflower-Somerset Mutual Water Company	City of Downey
City of Bell Gardens	City of Lakewood
City of Long Beach	City of Lynwood
City of Norwalk	City of Paramount
City of Pico Rivera	Pico Water District
City of Santa Fe Springs	City of Signal Hill
City of South Gate	City of Vernon
City of Whittier	

A Letter Agreement will be signed by all participating agencies and submitted to DWR to inform them that the Gateway Regional Alliance has been formed.

Each individual agency will adopt a Board Resolution and has agreed to take it to their individual Board of Supervisors for approval. While there may be minor differences due to formatting and preferred language the substance of the Resolution is the same for all agencies.

As indicated in the 2010 UWMP Guidebook, there are consequences should any member of the Gateway Regional Alliance decide to leave, or should the Gateway Regional Alliance decide to dissolve. If an individual agency withdraws from the Gateway Regional Alliance, the withdrawing water supplier must then comply individually. The water suppliers remaining in the Gateway Regional Alliance must revise the regional baseline and target data and alliance membership in the subsequent UWMP. The memorandum of understanding or other legal agreements governing the alliance may define additional consequences or remedies.

If the Gateway Regional Alliance dissolves before 2020, each affected water supplier must then comply individually or form or join another alliance. An affected water supplier that had not

previously submitted an individual urban water management plan has to submit an urban water management plan or a regional water management plan. The memorandum of understanding or other legal agreements governing the alliance may define additional consequences or remedies.

The Gateway Regional Alliance will revisit the calculations in 2015 and address any changes to the composition of the alliance or differences in the data. If any agencies have withdrawn from the alliance, or if new agencies have expressed an interest in joining, the same process will be used to calculate a new Baseline and 2020 Target. In addition to accepting requests to join, the Gateway Regional Alliance will make more outreach attempts to the remaining agencies within the Gateway IRWMP area.

## **5.2 Interaction with Urban Water Management Plans**

The Gateway Regional Alliance acknowledges that DWR will collect the data pertaining to the alliance through the individual supplier UWMPs, the Central Basin Municipal Water District Regional UWMP, and this report. The following information; most of which has been detailed in this report, will also be presented in the individual supplier's UWMPs:

- A list of all regional alliances of which an individual supplier is a member
- Baseline Gross Water Use and Service Area Population (2010, 2015, 2020)
- Individual 2020 Urban Water Use Target and Interim 2015 Urban Water Use Target
- Compliance Year Gross Water Use (2015 and 2020) and Service Area Population
- Adjustments to Gross Water Use in the compliance year (2015 and 2020)

Central Basin Municipal Water District will include the data elements that are now required to be included in the individual UWMPs (above), as well as the same data elements aggregated over all regional alliance members in the regional UWMP.

## 6 Conclusion

---

The Gateway Regional Alliance has been formed by agencies in the Gateway IRWMP area for the purpose of complying with the requirements of SBX7-7. In accordance with the methodologies and approaches outlined in the 2010 UWMP Guidebook, the Gateway Regional Alliance has calculated the Regional Baseline Daily Per Capita Water Use, Regional 2020 Urban Water Use Target, and Regional 2015 Interim Urban Water Use Target. The following table displays these values.

**Gateway Regional Alliance Summary Values**

Regional 2010 Population	1,106,506
Regional 10-Yr Baseline GPCD (Ending December 31, 2010)	116.1
Regional 2015 Interim Target GPCD	110.7
Regional 2020 Target GPCD	105.4



## 7 References

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California Department of Water Resources. March 2011. Guidebook to Assist Urban Water Suppliers to Prepare a 2010 Urban Water Management Plan.

Water Replenishment District of Southern California. March 4, 2011. Engineering Survey and Report.



## Appendix A

---

# Los Angeles Gateway Region

Integrated Regional Water Management  
Joint Powers Authority

11111 Brookshire Avenue, Downey, California 90241  
(562) 904-2180 (ph) (562) 923-6388 (fax)

Christopher Cash  
Board Chair  
Paramount

Adriana Figueroa  
Vice-Chair  
Norwalk

Desi Alvarez  
Secretary-Treasurer  
Downey

Kevin Wattier  
Chair Emeritus  
Long Beach Water Department

John Oropeza  
Bell Gardens

Deborah Chankin  
Bellflower

Art Aguilar  
Central Basin  
Municipal Water District

Vince Brar  
Cerritos

Gina Nila  
Commerce

Jim Glancy  
Lakewood

Mark Christoffels  
Long Beach

G. Daniel Ojeda  
Lynwood

Al Cablay  
Pico Rivera

Don Jensen  
Santa Fe Springs

Charlie Honeycutt  
Signal Hill

William DeWitt  
South Gate

Joseph Serrano  
Southeast Water Coalition

Kevin Wilson  
Vernon

David Pelser  
Whittier

Annette Hubbell  
Executive Officer

Steve Dorsey  
General Counsel  
Richards Watson Gershon

March 11, 2011

Re: Offer of Assistance in Supplying State-Mandated Water Usage Data for your  
Urban Water Management Plan

Dear :

The Gateway Authority (Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority) is embarking on a regional compliance approach to fulfill the requirements of the Water Conservation Act of 2009 (SBx7-7).

The provisions of the Water Conservation Act, signed by the Governor on November 10, 2009, require that you develop per capita urban water use targets for 2020 and interim dates in order to qualify for state grants and loans. This can be a time-consuming, labor-intensive task. One of the options provided by the statutes, however, include developing these water conservation goals on a regional basis. The Gateway Authority, as a regional entity, is in the process of coordinating and compiling the 20x2020 targets for its members and other stakeholders. The Gateway Authority will need to provide that submittal to the Department of Water Resources (DWR) by June 30, 2011.

Because compliance can be assessed regionally, if the region does meet that regional target, all suppliers in the alliance will be deemed compliant. Additional benefits of regional compliance include a reduction in reporting costs, continuing regional coordination and cooperation, and a contribution to more efficient water use.

The Gateway Authority would like to extend an invitation to you to participate in the Gateway Authority's regional effort.

If you are interested in participating in this process, or have questions, please contact me at [ashubbell@cox.net](mailto:ashubbell@cox.net), or 858-395-5083. For your convenience, I have attached a fact sheet with information about who we are. Our consultant, Bookman-Edmonston/GEI Consultants, has already begun collecting information for the process; therefore, your rapid response to this invitation is requested. Please provide indication of your interest no later than March 31, 2011.

Sincerely,



Annette Hubbell  
Executive Officer  
Gateway Authority

enc: Gateway Authority Fact Sheet



## Appendix B

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**Regional Target Calculation**  
**Methodology 9 - Option 1: Population Weighted Average**  
**Targets Calculated Using Only Method 1**

City/Agency	2010 Population	2010 Baseline GPCD	Baseline Weighted Use (Gal)	2020 Target GPCD	2020 Target Weighted Use* (Gal)	2015 Interim Target
Bell Gardens	4,950	200	0.9	160	0.7	
BSMWC	46,000	106	4.4	85	3.5	
Downey	110,452	113	11.3	91	9.0	
Lakewood	59,660	106	5.7	85	4.6	
Long Beach	462,257	120	50.1	96	40.1	
Lynwood	73,212	67	4.4	67	4.4	
Norwalk	18,361	118	2.0	94	1.6	
Paramount	57,805	101	5.3	81	4.2	
Pico Rivera	62,942	102	5.8	82	4.7	
Santa Fe Springs	17,438	350	5.5	280	4.4	
Signal Hill	11,465	161	1.7	129	1.3	
South Gate	94,746	79	6.7	79	6.7	
Vernon	90	81643	6.6	65314	5.3	
Whittier	87,128	71	5.6	71	5.6	
<b>Total</b>	1,106,506		116.1		96.3	106.2

\*Target was calculated for all agencies using Method 1: 80% Reduction

**Methodology 9 - Option 2: Aggregate Population and Water Use  
Target Calculated Using Method 1**

(1)	(2)	(3)	(4)
Base Year	Service Area Population	Gross Water Use (Gal/Day)	Daily Per Capita Water Use (3)/(2)
1996			
1997			
1998			
1999			
2000			
2001	1,072,490	127,474,060	119
2002	1,076,992	130,526,285	121
2003	1,080,253	127,036,675	118
2004	1,084,537	130,078,724	120
2005	1,113,658	128,559,614	115
2006	1,103,857	130,615,689	118
2007	1,113,672	131,998,981	119
2008	1,112,783	123,514,260	111
2009	1,109,281	115,175,931	104
2010	1,106,506	108,524,992	98
Total of Column (4)			1143
Baseline Daily Per Capita Water Use			114

(1)	(2)	(3)	(4)
Base Year	Service Area Population	Gross Water Use (Gal/Day)	Daily Per Capita Water Use (3)/(2)
2006	1,103,857	130,615,689	118
2007	1,113,672	131,998,981	119
2008	1,112,783	123,514,260	111
2009	1,109,281	115,175,931	104
2010	1,106,506	108,524,992	98
Total of Column (4)			550
5-Year Base Daily Per Capita Water Use			110

Gateway Regional Alliance, 2020 Urban Water Use Target GPCD (Method 1)	91
Gateway Regional Alliance, 2015 Interim Urban Water Use Target GPCD (Average of Baseline and 2020 Target)	103

**Methodology 9 - Option 2: Aggregate Population and Water Use  
Target Calculated Using Method 3**

(1)	(2)	(3)	(4)
Base Year	Service Area Population	Gross Water Use (Gal/Day)	Daily Per Capita Water Use (3)/(2)
1996			
1997			
1998			
1999			
2000			
2001	1,072,490	127,474,060	119
2002	1,076,992	130,526,285	121
2003	1,080,253	127,036,675	118
2004	1,084,537	130,078,724	120
2005	1,113,658	128,559,614	115
2006	1,103,857	130,615,689	118
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2008	1,112,783	123,514,260	111
2009	1,109,281	115,175,931	104
2010	1,106,506	108,524,992	98
Total of Column (4)			1143
Baseline Daily Per Capita Water Use			114

(1)	(2)	(3)	(4)
Base Year	Service Area Population	Gross Water Use (Gal/Day)	Daily Per Capita Water Use (3)/(2)
2006	1,103,857	130,615,689	118
2007	1,113,672	131,998,981	119
2008	1,112,783	123,514,260	111
2009	1,109,281	115,175,931	104
2010	1,106,506	108,524,992	98
Total of Column (4)			550
5-Year Base Daily Per Capita Water Use			110

Gateway Regional Alliance, 2020 Urban Water Use Target GPCD (Method 3)	104
Gateway Regional Alliance, 2015 Interim Urban Water Use Target GPCD (Average of Baseline and 2020 Target)	109

## Appendix C

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Appendix C contains signed letters of agreement and board or city council resolutions, if required for the Gateway Regional Alliance members in the order listed.

Bellflower-Somerset Mutual Water Company

City of Bell Gardens

City of Downey

City of Lakewood

City of Long Beach

City of Lynwood

City of Norwalk

City of Paramount

City of Pico Rivera

Pico Water District

City of Santa Fe Springs

City of Signal Hill

City of South Gate

City of Vernon

City of Whittier

## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Cerritos

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

Signature

Date

Signature

Date

Print Name

City of Whittier

Print Name

Pico Water District

Signature

Date

Roberto Olvera BSMWC -

Print Name

Bellflower-Somerset Mutual Water Company



## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

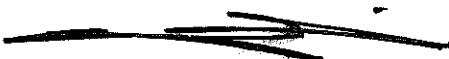
The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

  
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Bell Gardens

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park



STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES    ) SS  
CITY OF BELL GARDENS       )

## CERTIFICATION OF RESOLUTION CITY COUNCIL

I, Rosalia A. Conde, CMC, City Clerk of the City of Bell Gardens, California, do hereby certify that this is a true and correct copy of the original **City Council Resolution No. 2011-22**, authorizing and approving a Letter of Agreement between the City of Bell Gardens and the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

WITNESS MY HAND AND THE SEAL OF THE CITY OF BELL GARDENS, on this 14<sup>th</sup> day of June, 2011.

(seal)

Rosalia A. Conde, CMC  
City Clerk

RESOLUTION NO. 2011-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELL GARDENS AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF BELL GARDENS AND THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020;

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

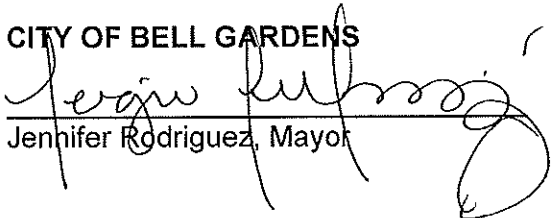
**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bell Gardens that it does hereby authorize and approve a letter agreement between the City of Bell Gardens and the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

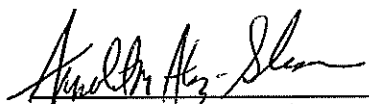
**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Bell Gardens, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of June, 2011.


CITY OF BELL GARDENS

for   
Jennifer Rodriguez, Mayor

APPROVED AS TO FORM:

  
Arnold M. Alvarez-Glasman  
City Attorney

ATTEST:

  
Rosalia A. Conde, CMC  
City Clerk

I, ROSALIA A. CONDE, CMC, City Clerk of the City of Bell Gardens, hereby CERTIFY that **City Council Resolution No. 2011-22** was adopted by the Bell Gardens City Council at a regular meeting of the City Council held on **Monday, June 13, 2011** and was approved and passed by the following vote:

AYES: Council Members Aceituno, Crespo, Flores, Mayor Pro-Tem Infanzon

NOES: None

ABSTAIN: None

ABSENT: Mayor Rodriguez

A handwritten signature in black ink, appearing to read 'R. Conde', written over a horizontal line.

Rosalia A. Conde, CMC  
City Clerk

## EXHIBIT A

### Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District  
For  
Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

#### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

#### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

##### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

##### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

##### **Section 3. Regional Alliance Reporting**

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,

- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by July 1, 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by July 1, 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Cerritos

\_\_\_\_\_  
Signature Date

 5/25/11  
GERALD M. CATON, City of Downey

APPROVED AS TO FORM:

  
YVETTE M. ABICH GARCIA, City Attorney

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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

**RESOLUTION NO. 11-7268**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DOWNEY AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF CERRITOS, DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009.**

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;  
and

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DOWNEY DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Downey hereby authorizes and approves a letter agreement between and among the cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009;

**SECTION 2.** The City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Downey, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney;

**APPROVED AND ADOPTED** this 24<sup>th</sup> day of May, 2011.

LUIS H. MARQUEZ  
LUIS H. MARQUEZ, Mayor

ATTEST:

JOYCE E. DOYLE  
JOYCE E. DOYLE, Interim City Clerk



**RESOLUTION NO. 11-7268**  
**PAGE TWO**

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Downey at a regular meeting held on the 24<sup>th</sup> day of May, 2011, by the following vote, to wit:

AYES:	Council Members:	Brossmer, Gafin, Guerra, Vasquez, Mayor Marquez
NOES:	Council Member:	None
ABSENT:	Council Member:	None
ABSTAIN:	Council Member:	None

JOYCE E. DOYLE  
JOYCE E. DOYLE, Interim City Clerk

The foregoing instrument is a full, true and correct copy  
of the original on file in this office.

ATTEST:

JUNE 2, 2011

  
City Clerk of the City of Downey

## **Letter Agreement**

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District For Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

**Section 3. Regional Alliance Reporting**

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

**Section 4. Regional Water Supply Planning**

The Parties intend to participate in discussions regarding regional water supply planning.

**Section 5. Regional Alliance Dissolution**

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

**Section 6. Miscellaneous**

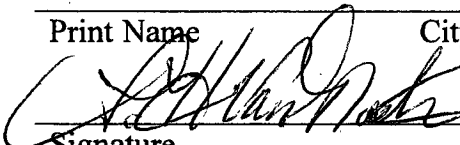
This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

**Section 7. Letter Agreement Authorization**

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Downey

 5/24/11  
Signature \_\_\_\_\_ Date \_\_\_\_\_

L.H. Van Nostran, Mayor

Print Name \_\_\_\_\_ City of Lakewood

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Lynwood

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Paramount

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Santa Fe Springs

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of South Gate

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Whittier

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Huntington Park

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Long Beach

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Norwalk

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Pico Rivera

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Signal Hill

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Vernon

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Pico Water District

RESOLUTION NO. 2011-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEWOOD AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

WHEREAS, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;  
and

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

WHEREAS, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

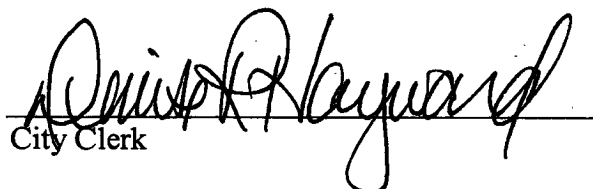
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood that it does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Lakewood, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

ADOPTED AND APPROVED THIS 24TH DAY OF MAY, 2011.

  
Mayor

ATTEST:

  
City Clerk

## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### Recitals

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Metropolitan Water District of Southern California, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### Agreement for the Regional Alliance Formation, Target Calculation, and Reporting

#### Section 1. Regional Alliance Formation and Target Calculation

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option 1: population-weighted average (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### Section 2. Regional Alliance Review

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

LEFT BLANK INTENTIONALLY

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lakewood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lynwood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Paramount

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Santa Fe Springs

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of South Gate

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Whittier

Kevin L. Wattier 6/23/11  
Signature Date

Kevin L. Wattier  
Print Name City of Long Beach

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Norwalk

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Pico Rivera

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Signal Hill

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Vernon

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Pico Water District





## Long Beach Water Department

The Standard in Water Conservation &  
Environmental Stewardship

### Board of Water Commissioners

June 23, 2011 Board Meeting

KEVIN L. WATTIER, General Manager

#### Subject:

Adopt Resolution WD-1287 authorizing the General Manager to execute a Letter Agreement for establishing a regional alliance to comply with SBx7-7, the Water Conservation Act of 2009.

#### Executive Summary:

California Senate Bill x7-7, the Water Conservation Act, was signed into law in 2009, setting a goal for the state's per capita urban water use to decline by 20 percent from a specified baseline by the year 2020. The legislation allows urban retail water suppliers to plan, comply and report the required information on a regional basis, an individual basis, or both. Through its recently adopted 2010 Urban Water Management Plan, Long Beach Water Department expressed its intent to plan, comply and report on an individual basis. Execution of the letter agreement referenced in Resolution WD-1287 would also allow Long Beach Water Department to plan, comply and report on a regional basis.

In order to comply as a member of a region, the urban retail water agency must, among other things, execute a letter agreement with other members of that regional alliance. The letter agreement enumerates membership of the regional alliance and the region's per capita targets; the letter agreement commitments signatories to review the targets at a future date, to meet certain reporting requirements, to discuss regional water supply planning, to rules governing the dissolution of the region and to other miscellaneous factors.

#### Board Options/Fiscal Impacts

**Option #1:** Adopt Resolution WD-1287 authorizing the General Manager to execute a Letter Agreement for establishing a regional alliance to comply with SBx7-7, the Water Conservation Act of 2009.

**Fiscal Impact:** None.


**Option #2:** Do not authorize a Letter Agreement.

**Fiscal Impact:** None.

#### Staff Recommendation

Option #1.

 6-9-2011  
Matthew P. Lyons Date  
Director of Conservation & Planning

 6/9/11  
Kevin L. Wattier Date  
General Manager

APPROVED 6/23/2011  
BOARD OF WATER COMMISSIONERS

Attachment

RESOLUTION NO. WD-1287

A RESOLUTION OF THE BOARD OF WATER COMMISSIONERS OF THE CITY OF LONG BEACH AUTHORIZING A LETTER AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

WHEREAS, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009; and

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

WHEREAS, pursuant to Article XIV of the Long Beach City Charter the Board of Water Commissioners of the City of Long Beach has full and complete jurisdiction over all water works necessary and incidental to the use, sale and distribution of water owned and controlled by the City of Long Beach; and

WHEREAS, the Board desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the Board further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

NOW, THEREFORE, the Board of Water Commissioners of the City of Long Beach resolves and declares as follows:

Section 1. The Board hereby authorizes the General Manager to execute a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

Section 2. The General Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the Long Beach Water Department so that the City of Long Beach, acting by and through the City of Long Beach Board of Water Commissioners, will be in compliance with the Water Conservation Act of 2009.

Section 3. This Resolution shall take effect immediately upon its adoption by the Board of Water Commissioners and the Secretary of the Board shall certify the vote adopting this Resolution.

I hereby certify that this resolution was adopted by the Board of Water Commissioners of the City of Long Beach at its meeting on June 23, 2011, by the following vote:

Ayes: Commissioners: TOWNSEND; ALLEN; BLANCO;  
DALLMAN

Noes: Commissioners: NONE

Absent: Commissioners: CLARKE

CERTIFIED AS A TRUE AND CORRECT COPY

SECRETARY TO THE BOARD OF WATER COMMISSIONERS  
CITY OF LONG BEACH, CALIFORNIA

BY: [Signature]

DATE: 6/23/2011

[Signature]

Secretary  
Board of Water Commissioners



## **Exhibit "A"**

### **Letter Agreement**

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

#### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

#### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

##### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

##### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

RESOLUTION NO. 2011.102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009; and

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY FIND, PROCLAIM, ORDER, AND RESOLVE AS FOLLOWS:**


**Section 1.** The City Council of the City of Lynwood does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

**Section 2.** The City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Lynwood, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or approved as to form by the City Attorney.

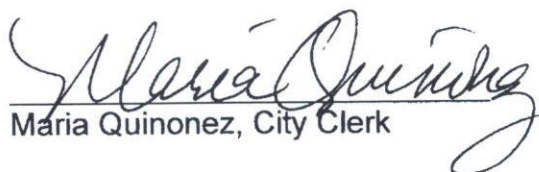
**Section 3.** That this Resolution shall take effect immediately upon its adoption.


**Section 4.** The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 17<sup>th</sup> day of May, 2011.


  
Aide Castro, Mayor

ATTEST:

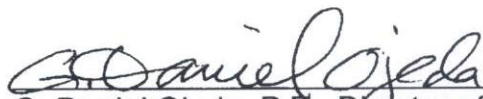
  
Maria Quinonez, City Clerk

  
Roger L. Haley, City Manager

APPROVED AS TO FORM:

  
Fred Galante, City Attorney

APPROVED AS TO CONTENT:

  
G. Daniel Ojeda, P.E., Director of  
Public Works / City Engineer



STATE OF CALIFORNIA       )  
  ) SS.  
COUNTY OF LOS ANGELES    )

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 17<sup>th</sup> day of **May, 2011**.

AYES:       **COUNCIL MEMBERS FLORES, RODRIGUEZ, SANTILLAN, MORTON  
AND CASTRO**

NOES:       **NONE**

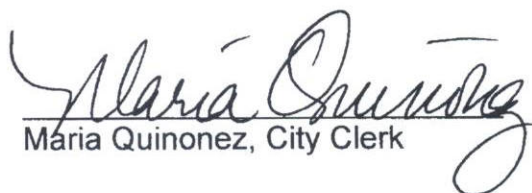
ABSENT:     **NONE**

ABSTAIN:    **NONE**

  
Maria Quinonez, City Clerk

STATE OF CALIFORNIA       )  
  ) SS.  
COUNTY OF LOS ANGELES    )

I, the undersigned City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. **2011.102** on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this 17<sup>th</sup> day of **May, 2011**.

  
Maria Quinonez, City Clerk

## Exhibit "A"

### Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

### Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

### Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

### Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

### Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lakewood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Long Beach



Exhibit "A"



Signature

6.13.11  
Date

Roger L. Haley

Print Name City of Lynwood

Signature

Date

Print Name

City of Norwalk

Signature

Date

Signature

Date

Print Name

City of Paramount

Print Name

City of Pico Rivera

Signature

Date

Signature

Date

Print Name

City of Santa Fe Springs

Print Name

City of Signal Hill

Signature

Date

Signature

Date

Print Name

City of South Gate

Print Name

City of Vernon

Signature

Date

Signature

Date

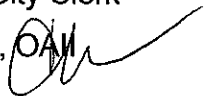
Print Name

City of Whittier

Print Name

Pico Water District

# Transmittal Memo

To: Adriana Figueroa, Administrative Services Manager  
From: Theresa Devoy, City Clerk  
By: Carmen Martinez, OAM   
Date: May 18, 2011  
Re: Letter of Agreement – Establish a Regional Alliance to Comply with  
SB X7-7, the Water Conservation Act of 2009

---

Attached is one original of the letter agreement referenced above signed by City Manager Ernie Garcia, for transmittal to the Gateway Authority. Approval of the agreement is authorized by Resolution No. 11-30, which was adopted by the Norwalk City Council at its regular meeting held May 17, 2011. It is my understanding that once all participating Cities signatures are gathered, the City will receive a complete set for Central Records. I have retained one original.

**RESOLUTION NO. 11-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORWALK AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT TO ESTABLISH A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009**

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009; and

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Norwalk that it does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Norwalk, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of May 2011.



**MICHAEL MENDEZ  
MAYOR**

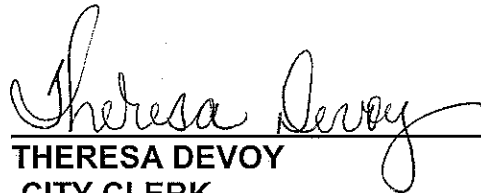
**ATTEST:**

I, **Theresa Devoy**, City Clerk of the City of Norwalk, California **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 11-30** has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Norwalk City Council, held May 17, 2011, and that the same was approved and adopted by the following vote to wit:

**AYES:** Councilmembers Rodarte and Shryock, Vice Mayor Kelley, and Mayor Mendez

**NOES:** None

**ABSENT:** Councilmember Vernola

  
\_\_\_\_\_  
**THERESA DEVOY**  
**CITY CLERK**

Letter of Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

**Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

**Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

**Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

**Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by June 30, 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by June 30, 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

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Signature Date

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Print Name \_\_\_\_\_ City of Paramount

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Print Name \_\_\_\_\_ City of Santa Fe Springs

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of South Gate

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of Huntington Park

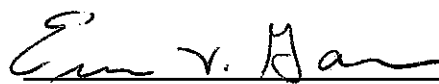
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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of Long Beach

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 5/18/11  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Ernie V. Garcia, City Manager**  
Print Name \_\_\_\_\_ City of Norwalk

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of Pico Rivera

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of Signal Hill

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name \_\_\_\_\_ City of Vernon

## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

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#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.



Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

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The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

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Print Name City of Cerritos

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Print Name City of Lynwood

*Linda Benedetti-Leal 5/4/11*  
\_\_\_\_\_  
Signature Date

*LINDA BEBENEDETTI-LEAL*  
\_\_\_\_\_  
Print Name City of Paramount

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Print Name City of Santa Fe Springs

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Print Name City of Vernon

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Print Name Pico Water District

CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. 11:012**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARAMOUNT AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

WHEREAS, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020;

WHEREAS, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARAMOUNT, CALIFORNIA, AS FOLLOWS:

Section 1. That it does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

Section 2. That the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Paramount, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

APPROVED and ADOPTED this 3rd day of May, 2011.

  
Daryl Hofmeyer, Mayor

ATTEST:

  
Lana Chikami, City Clerk

Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

**Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a “regional Alliance” pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

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Signature Date

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Print Name City of Downey

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Print Name City of Whittier

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Signature Date


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Print Name Pico Water District

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.  
CITY OF PARAMOUNT )

I, Lana Chikami, City Clerk of the City of Paramount, California, DO HEREBY CERTIFY that the foregoing **RESOLUTION NO. 11:012** was duly approved and adopted by the City Council of the City of Paramount at their meeting held on **May 3, 2011**, and said resolution has been signed by the Mayor and attested by the City Clerk, and that the same was approved and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS: Daniels, Hansen, Martinez  
Vice Mayor Lemons, Mayor Hofmeyer  
NOES: COUNCILMEMBERS: None  
ABSENT: COUNCILMEMBERS: None  
ABSTAIN: COUNCILMEMBERS: None

Dated: May 4, 2011

  
\_\_\_\_\_  
Lana Chikami, City Clerk

(SEAL)

NO. 11-14  
Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

**Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

**Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

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**Section 2. Regional Alliance Review**

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Signature Date

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Print Name City of Cerritos

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Print Name City of Whittier

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Print Name Pico Water District



## WATER AUTHORITY

## AGENDA REPORT

**To:** President and Commissioners

**From:** Executive Director

**Meeting Date:** May 24, 2011

**Subject:** LETTER OF AGREEMENT TO JOIN THE REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, WATER CONSERVATION ACT OF 2009

### Recommendation:

Adopt a Resolution authorizing the approval of a Letter of Agreement authorizing the Pico Rivera Water Authority to enter into a Regional Alliance with various Los Angeles Gateway Region Integrated Regional Water Management Authority member cities to comply with SB X7-7, the Water Conservation Act of 2009.

### Fiscal Impact:

None.

### Background:

Senate Bill X7-7, the Water Conservation Act was signed into law in 2009. The Water Conservation Act has established a goal of reducing per capita water use by 20 percent by the year 2020 for urban water retailers. The Act identifies methodologies, water use targets, and reporting requirements that apply to urban water retailers.

Urban water retailers may plan, comply, and report on a regional basis, an individual basis, or both. The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Gateway IRWM) voted to form a regional coalition with member cities.

Potential member cities include Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District.

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER  
MANAGEMENT AUTHORITY – ESTABLISHING A REGIONAL ALLIANCE TO  
COMPLY WITH SB X7-7

Page 2 of 2

The Pico Rivera Water Authority will benefit by joining the regional alliance. If the regional alliance meets the target water reduction, then all water retailers within the alliance will be deemed compliant. If the regional alliance fails to meet the target, only water retailers that meet their individual target will be deemed compliant.

Preliminary studies have already been initiated. The study has identified the per capita water use baseline, calculated the 10-year and 15-year baseline, and determined the 2020 target water use goals. Each city will be responsible for determining the methods by which to meet the 2020 target water use. The City's Urban Water Management Plan, which will be presented to the City Council for adoption in July 2011, will identify the method by which to reduce water use citywide.

There is also a cost benefit associated with joining the regional alliance. The Gateway IRWM has approved the preparation of a \$45,200 study necessary to demonstrate compliance with the Water Conservation Act. It will be funded by the Gateway IRWM and regional alliance member cities will not be required to pay.



Ronald Bates

RRB:AC:MPC:lg

Enc.

- 1) Resolution
- 2) Letter of Agreement

RESOLUTION NO. 11-25

**A RESOLUTION OF THE PICO RIVERA WATER AUTHORITY OF THE CITY OF PICO RIVERA, CALIFORNIA, AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009**

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;  
and

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

**WHEREAS**, the Water Authority desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the Water Authority further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority; and


**WHEREAS**, the Water Authority will benefit from joining the regional alliance. All regional alliance member will be deemed compliant if the alliance successfully achieves water conservation goals. If the regional alliance fails to meet the target, individual alliance members that meet individual targets will be deemed compliant:

**NOW, THEREFORE, BE IT RESOLVED** that the Water Authority of the City of Pico Rivera does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District establishing a regional alliance necessary to comply with SB X7-7, the Water Conservation Act of 2009.

**BE IT FURTHER RESOLVED** that the Executive Director is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the Water Authority of the City of Pico Rivera, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the Executive Director or General Counsel.

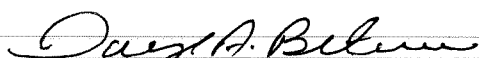
**SECTION 1.** The Water Authority Secretary shall certify to the adoption of this Resolution which shall be effective upon its adoption.

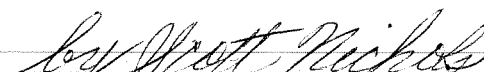
APPROVED AND ADOPTED this 24th day of May, 2011.

  
David W. Armenta, President

ATTEST:

APPROVED AS TO FORM:

  
Daryl A. Betancur, CMC  
Authority Secretary

  
Arnold M. Alvarez-Glasman  
Authority General Counsel

AYES: Contreras Rapisarda, Salcido, Archuleta  
NOES: None  
ABSENT: Camacho, Armenta  
ABSTAIN: None

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## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
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Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by June 28, 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by June 28, 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

Signature

Date

Signature

Date

Print Name

City of Cerritos

Print Name

City of Downey

LEFT BLANK INTENTIONALLY

Signature

Date



		Print Name	City of Huntington Park
Signature	Date	Signature	Date
Print Name	City of Lakewood	Print Name	City of Long Beach
Signature	Date	Signature	Date
Print Name	City of Lynwood	Print Name	City of Norwalk
Signature	Date	Signature	Date
Print Name	City of Paramount	Print Name	City of Pico Rivera
Signature	Date	Signature	Date
Print Name	City of Santa Fe Springs	Print Name	City of Signal Hill
Signature	Date	Signature	Date
Print Name	City of South Gate	Print Name	City of Vernon

Signature  
Print Name

Date  
City of Whittier

  
Signature  
Mark Grajeda

6-28-11  
Date  
Pico Water District

RESOLUTION NO. 158-R

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PICO WATER DISTRICT AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON AND WHITTIER AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act, was signed into law in 2009;

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020;

**WHEREAS**, Pico Water District (the "District") desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009;


**WHEREAS**, the District further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of Pico Water District hereby authorizes and approves a letter agreement in the form attached hereto as Exhibit "A" between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon and Whittier and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of Pico Water District held on June 15, 2011.

  
Adrian L. Diaz, President

**ATTEST:**

  
Mark J. Grajeda, Secretary

(Seal)

## **Letter of Agreement**

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District  
For Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter of Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "Regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter of Agreement (Agreement) shall be between and among those Parties that have executed Agreement by (Month/Day), 2011. If all Parties have not executed this Agreement by said date, the Parties who have executed this Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Agreement Authorization

This Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing.



Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Downey

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Lakewood

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Lynwood

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Paramount

 6.30.11  
Signature \_\_\_\_\_ Date \_\_\_\_\_

  
Print Name \_\_\_\_\_ City of Santa Fe Springs

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of South Gate

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Whittier

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Huntington Park

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Long Beach

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Norwalk

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Pico Rivera

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Signal Hill

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ City of Vernon

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Pico Water District




# City of Santa Fe Springs

11710 Telegraph Road • CA • 90670-3679 • (562) 868-0511 • Fax (562) 868-7112 • [www.santafesprings.org](http://www.santafesprings.org)

State of California            )  
County of Los Angeles       )ss  
City of Santa Fe Springs     )

I, Anita Jimenez, Deputy City Clerk of the City of Santa Fe Springs, do hereby certify that the attached is a true and exact copy of Resolution No. 9330, which was adopted by the City Council of the City of Santa Fe Springs on June 23, 2011.

  
\_\_\_\_\_  
Deputy City Clerk

\_\_\_\_\_  
June 27, 2011  
Date

(Seal)

RESOLUTION NO. 9330

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS  
AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG  
THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD,  
NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH  
GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A  
REGIONAL ALLIANCE TO COMPLY WITH SB X7-7,  
THE WATER CONSERVATION ACT OF 2009**

WHEREAS, Senate Bill X7-7, the Water Conservation Act of 2009, was signed into law in 2009; and

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per-capita water use by 20 percent by the year 2020; and


WHEREAS, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Santa Fe Springs that it does hereby authorize and approve a Letter of Agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Santa Fe Springs including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

APPROVED and ADOPTED this 23<sup>rd</sup> day of June, 2011.

  
MAYOR

ATTEST:

  
CITY CLERK



EXHIBIT "A"

Letter Agreement

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

**Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

**Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

**Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan if the Party is required to prepare an Urban Water Management Plan.

**Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

**Section 3. Regional Alliance Reporting**

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

**CERTIFIED COPY**

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lakewood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Long Beach

\_\_\_\_\_  
Signature Date

**CERTIFIED COPY**

\_\_\_\_\_  
Print Name City of Lynwood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Paramount

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Santa Fe Springs

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of South Gate


\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Whittier

\_\_\_\_\_  
Print Name City of Norwalk

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Pico Rivera

 June 8, 2011  
Signature Date

Kenneth C. Farfsing  
Print Name City of Signal Hill

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Vernon

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Pico Water District

CERTIFIED COPY



**RESOLUTION NO. 2011-06-5895**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIGNAL HILL, CALIFORNIA, AUTHORIZING AND APPROVING A LETTER OF AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009**

**WHEREAS**, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020;

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Signal Hill that it does hereby authorize and approve a letter agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of City of Signal Hill, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney.

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Signal Hill this 7th day of June, 2011.

  
LARRY FORESTER  
MAYOR

ATTEST:

  
KATHLEEN L. PACHECO  
CITY CLERK

STATE OF CALIFORNIA           )  
COUNTY OF LOS ANGELES )ss.  
CITY OF SIGNAL HILL         )

I do hereby certify that the foregoing is a full, true and correct copy of the following original document on file with the City of Signal Hill: \_\_\_\_\_

Resolution No.  
2011-06-5895

By: RSB

Date: 6-8-11

OFFICE OF CITY CLERK  
CITY OF SIGNAL HILL

I, KATHLEEN L. PACHECO, City Clerk for the City of Signal Hill, California, do hereby certify that Resolution No. 2011-06-5895 was adopted at a regular meeting of the City Council held on the 7<sup>th</sup> day of June, 2011 by the following vote:

AYES: MAYOR LARRY FORESTER, VICE MAYOR TINA L. HANSEN, COUNCIL MEMBERS MICHAEL J. NOLL, ELLEN WARD, EDWARD H.J. WILSON

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

  
KATHLEEN L. PACHECO  
CITY CLERK

**CERTIFIED COPY**

Resolution No. 2011-06-5895  
June 7, 2011  
Page 2 of 2

Letter Agreement

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

**Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the *California Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

**Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

**Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

**Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Downey

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lakewood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Huntington Park

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Long Beach

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Lynwood

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Paramount

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Santa Fe Springs

  
\_\_\_\_\_  
Signature Date

Maria Davila 06/06/2011  
\_\_\_\_\_  
Print Name City of South Gate

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Whittier

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Norwalk

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Pico Rivera

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Signal Hill

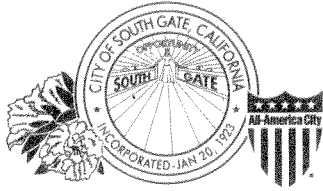
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name City of Vernon

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Pico Water District





# City of South Gate

8650 CALIFORNIA AVENUE • SOUTH GATE, CA 90280 • (323) 563-9510

FAX: (323) 563-5411

CARMEN AVALOS  
CITY CLERK

**STATE OF CALIFORNIA** )

**COUNTY OF LOS ANGELES** ) SS

**CITY OF SOUTH GATE** )

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the attached document is a true and correct copy of Resolution No. 7431 – Authorizing and approving an agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a Regional Alliance to comply with Senate Bill X7-7, the Water Conservation Act of 2009.

The original is on file in the Office of the City Clerk, located at 8650 California Avenue, South Gate, California 90280.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this 6<sup>th</sup> day of June, 2011.

Carmen Avalos, City Clerk  
City of South Gate, California

**RESOLUTION NO. 7431**

**CITY OF SOUTH GATE  
LOS ANGELES COUNTY, CALIFORNIA**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH GATE AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN AND AMONG THE CITIES OF DOWNEY, HUNTINGTON PARK, LAKEWOOD, LONG BEACH, LYNWOOD, NORWALK, PARAMOUNT, PICO RIVERA, SANTA FE SPRINGS, SIGNAL HILL, SOUTH GATE, VERNON, WHITTIER, AND PICO WATER DISTRICT FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SENATE BILL X7-7, THE WATER CONSERVATION ACT OF 2009**

**WHEREAS**, pursuant to Senate Bill X7-7, the Water Conservation Act was signed into law in 2009; and

**WHEREAS**, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020; and

**WHEREAS**, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

**WHEREAS**, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH GATE DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The above recitals are all true and correct.

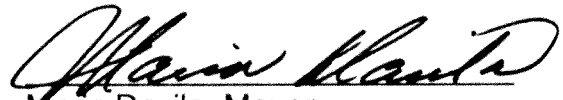
**SECTION 2.** The agreement as presented consists of the following:

A. Authorize and approve an agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

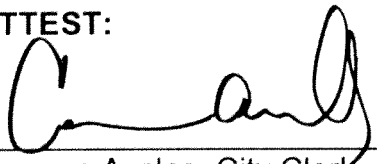
B. The Mayor is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of South Gate, including execution, if necessary, in substantially similar form to the agreement attached hereto as Exhibit "A".

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution which shall be effective upon its adoption.

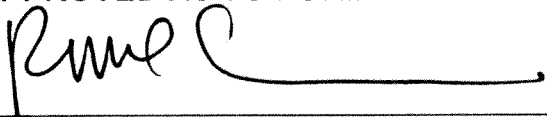
**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of May 2011.

  
Maria Davila, Mayor

**ATTEST:**

  
Carmen Avalos, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

  
Raul F. Salinas, City Attorney

# EXHIBIT A

## Agreement

Between and Among the Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District (collectively "Parties")  
For  
Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### Recitals

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Agreement (Cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "Regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### Agreement for the Regional Alliance Formation, Target Calculation, and Reporting

#### Section 1. Regional Alliance Formation and Target Calculation

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### Section 2. Regional Alliance Review

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

Section 4. Regional Water Supply Planning

The Parties intend to participate in discussions regarding regional water supply planning.

Section 5. Regional Alliance Dissolution

The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Agreement shall be between and among those Parties that have executed this Agreement by May 24, 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Agreement by May 24, 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Agreement Authorization

This Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

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Print Name City of Downey

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Print Name City of Lakewood

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Print Name City of Huntington Park

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Print Name City of Long Beach

**RESOLUTION CERTIFICATION PAGE**

**STATE OF CALIFORNIA            )**

**COUNTY OF LOS ANGELES    )       SS**

**CITY OF SOUTH GATE            )**

I, Carmen Avalos, City Clerk of the City of South Gate, California, hereby certify that the whole number of Members of the City Council of said City is five; that Resolution No. 7431 was adopted by the City Council at their Regular Meeting held on May 24, 2011, by the following vote:

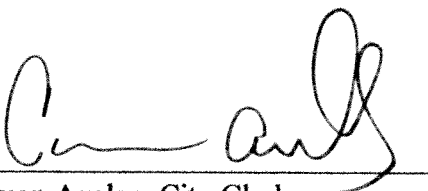
Ayes:           Council Members:   Davila, De Witt, Hurtado, Gonzalez and Morales

Noes:           Council Members:   None

Absent:          Council Members:   None

Abstain:        Council Members:   None

Witness my hand and the seal of said City on June 6, 2011.

A handwritten signature in black ink, appearing to read 'Carmen Avalos', written over a horizontal line.

Carmen Avalos, City Clerk  
City of South Gate, California

## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### Recitals

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### Agreement for the Regional Alliance Formation, Target Calculation, and Reporting

#### Section 1. Regional Alliance Formation and Target Calculation

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### Section 2. Regional Alliance Review

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

- Baseline Gross Water Use and Service Area Population,
- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
- Adjustments to Gross Water Use in Compliance Year

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The Parties intend to participate in discussions regarding regional water supply planning.

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The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

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Signature Date

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Print Name City of Cerritos

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SEE ATTACHED SIGNATURE PAGE

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Print Name City of Vernon

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CITY OF VERNON

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

Name: \_\_\_\_\_

Title: Mayor / Mayor Pro-Tem

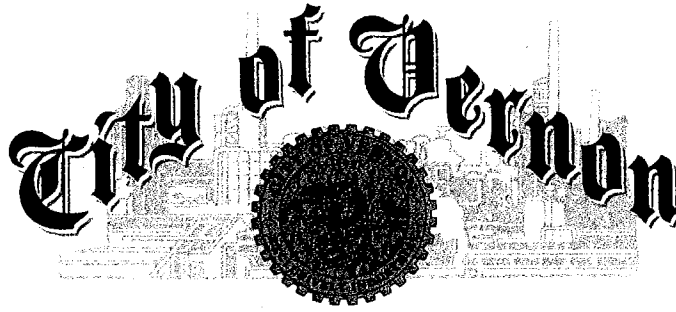
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Willard G. Yamaguchi, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Willard G. Yamaguchi, Interim City Attorney



**OFFICE OF THE CITY CLERK**

4305 Santa Fe Avenue, Vernon, California 90058

Telephone (323) 583-8811

June 23, 2011

Los Angeles Gateway Region Integrated  
Regional Water Management  
Attn: Grace J. Kast, Executive Officer  
16401 Paramount Blvd.  
Paramount, CA 90723

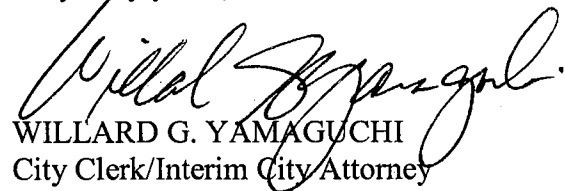
Re: Letter Agreement Establishing a Regional Alliance to Comply with SB X7-7, the Water  
Conservation Act of 2009

Dear Ms. Kast:

Transmitted herewith is an executed original of the above-referenced letter agreement approved  
by City Council on June 21, 2011, through Resolution No. 2011-98.

If you have any questions regarding this matter, please call Mr. Samuel Kevin Wilson, at (323)  
583-8811 ext. 245.

Very truly yours,



WILLARD G. YAMAGUCHI  
City Clerk/Interim City Attorney

WGY:dj

Enclosure

c: S. Kevin Wilson  
Resolution No. 2011-98  
Agreement No. 11-074

*Exclusively Industrial*

## Letter Agreement

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### Recitals

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### Agreement for the Regional Alliance Formation, Target Calculation, and Reporting

#### Section 1. Regional Alliance Formation and Target Calculation

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### Section 2. Regional Alliance Review

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

Section 3. Regional Alliance Reporting

The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

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- 2015 and 2020 Water Use Targets (Individual and Regional),
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Section 4. Regional Water Supply Planning

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Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (Month/Day), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (Month/Day), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

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SEE ATTACHED SIGNATURE PAGE

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Print Name City of Vernon

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Signature Date

CITY OF VERNON

By: Hilario Gonzales

Name: Hilario Gonzales

Title: Mayor / ~~Mayor Pro-Tem~~

Date: 6/22/11

ATTEST:

Willard G. Yamaguchi  
Willard G. Yamaguchi, City Clerk

APPROVED AS TO FORM:

Willard G. Yamaguchi  
Willard G. Yamaguchi, Interim City Attorney

**RESOLUTION NO. 2011-98**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VERNON APPROVING AND AUTHORIZING THE EXECUTION OF A LETTER AGREEMENT BETWEEN THE GATEWAY JPA MEMBER CITIES FOR ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH SB X7-7, THE WATER CONSERVATION ACT OF 2009

WHEREAS, the City of Vernon ("City") is a municipal corporation and a chartered city of the State of California organized and existing under its Charter and the Constitution of the State of California; and

WHEREAS, pursuant to California Government Code Section 6500 et seq., the City is authorized to enter into an agreement with one or more other public agencies to jointly exercise any power common to the contracting parties; and

WHEREAS, Senate Bill X7-7 ("SB X7-7"), the Water Conservation Act signed into law in 2009 sets a goal for urban water suppliers to reduce per capita water use by twenty percent (20%) by the year 2020; and

WHEREAS, the Cities of Vernon, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Whittier and Pico Water District (collectively, the "Cities") desire to enter into a letter agreement to establish a Regional Alliance to comply with the Water Conservation Act of 2009; and

WHEREAS, by memo dated June 1, 2011, the Director of Community Services & Water recommends the City approve and execute a letter agreement to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and



WHEREAS, the City Council of the City of Vernon does not by this resolution relinquish any of its duly constituted powers to regulate and govern its own territory.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VERNON AS FOLLOWS:

SECTION 1: The City Council of the City of Vernon hereby finds and determines that the recitals contained hereinabove are true and correct.

SECTION 2: The City Council of the City of Vernon hereby approves the Letter Agreement, in substantially the same form as the copy which is attached hereto as Exhibit A and authorizes the City Administrator, or his designee, to make minor modifications to the Agreement if requested.

SECTION 3: The City Council of the City of Vernon hereby authorizes the Mayor or Mayor Pro-Tem to execute said Agreement for, and on behalf of, the City of Vernon and the City Clerk, or Deputy City Clerk, is hereby authorized to attest thereto.

SECTION 4: The City Council of the City of Vernon hereby authorizes the City Administrator, or his designee, to take whatever actions are deemed necessary or desirable for the purpose of implementing and carrying out the purposes of this Resolution and the transactions herein approved or authorized.

SECTION 5: The City Council of the City of Vernon hereby directs the City Clerk, or the City Clerk's designee, to send one executed Agreement to:

Los Angeles Gateway Region Integrated  
Regional Water Management  
Attention: Grace J. Kast, Executive Officer  
16401 Paramount Blvd.  
Paramount, CA 90723

SECTION 6: The City Clerk of the City of Vernon shall certify to the passage, approval and adoption of this resolution, and the City Clerk of the City of Vernon shall cause this resolution and the City Clerk's certification to be entered in the File of Resolutions of the Council of this City.

APPROVED AND ADOPTED this 21<sup>st</sup> day of June, 2011.

Hilario Gonzales  
Name: Hilario Gonzales  
Title: Mayor / ~~Mayor Pro-Tem~~

ATTEST:

Willard G. Yamaguchi  
Willard G. Yamaguchi, City Clerk

STATE OF CALIFORNIA            )  
  ) ss  
COUNTY OF LOS ANGELES        )

I, Willard G. Yamaguchi, City Clerk of the City of Vernon, do hereby certify that the foregoing Resolution, being Resolution No. 2011-98, was duly passed, approved and adopted by the City Council of the City of Vernon at a regular meeting of the City Council duly held on Tuesday, June 21, 2011, and thereafter was duly signed by the Mayor or Mayor Pro-Tem of the City of Vernon.

Executed this 23 day of June, 2011, at Vernon, California.

  
\_\_\_\_\_  
Willard G. Yamaguchi, City Clerk

(SEAL)

# **EXHIBIT A**

## **Agreement**

Between and Among the Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach,  
Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill,  
South Gate, Vernon, Whittier, and Pico Water District

For

Establishing a Regional Alliance to Comply with SB X7-7, the Water Conservation Act of 2009

### **Recitals**

1. The Water Conservation Act of 2009 (SB X7-7) set a goal of achieving a 20% reduction in statewide urban per capita water use by the year 2020 and requires urban water retailers to set a 2020 urban per capita water use target. SB X7-7 provides that urban water retailers may plan, comply and report on a regional basis, individual basis, or both.
2. The Parties to this Letter Agreement (Cities of Cerritos, Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District) are eligible to form a "regional Alliance" pursuant to the California *Department of Water Resources Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use* (DWR Methodologies) because the Parties are recipients of water from a common wholesale water supplier, Central Basin Municipal Water District, and are also a part of an Integrated Regional Water Management (IRWM) planning area, the Gateway Region IRWM. The Parties wish to establish a Regional Alliance for purposes of complying with SB X7-7.

### **Agreement for the Regional Alliance Formation, Target Calculation, and Reporting**

#### **Section 1. Regional Alliance Formation and Target Calculation**

The Parties hereby form a Regional Alliance and agree to inform DWR, prior to July 1, 2011, that a Regional Alliance has been formed, pursuant to the DWR Methodologies. The Parties agree that the Regional Alliance Target will be calculated using Option X (as described in DWR Methodology 9). Each Party will include the Regional Alliance Target in its individual 2010 Urban Water Management Plan.

#### **Section 2. Regional Alliance Review**

The Parties intend to review and re-calculate the Regional Alliance and Regional Alliance Target, no later than December 31, 2015, in preparation of their respective 2015 Urban Water Management Plans.

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The Parties intend to prepare and submit Regional Alliance Reports pursuant to the DWR Methodologies, including, but not limited to, the following information:

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- 2015 and 2020 Water Use Targets (Individual and Regional),
- Compliance Year Gross Water Use and Service Area Population, and
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The Parties intend to participate in discussions regarding regional water supply planning.

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The Parties agree that each Party can withdraw from the Regional Alliance at any time without penalty by giving written notice to all other Parties. If a Party withdraws from the Regional Alliance, the Parties agree that the Regional Target will be recalculated among remaining participating Parties as set forth in the DWR Methodologies.

Section 6. Miscellaneous

This Letter Agreement shall be between and among those Parties that have executed this Letter Agreement by (\_\_\_\_\_), 2011. If all Parties have not executed this Letter Agreement by said date, the Parties who have executed this Letter Agreement by (\_\_\_\_\_), 2011, agree that the Regional Target will be recalculated among participating Parties as set forth in the DWR Methodologies.

Section 7. Letter Agreement Authorization

This Letter Agreement may be signed in counterparts. By signing below, each signatory states that he or she is authorized to sign this Letter Agreement on behalf of the Party for which he or she is signing.

\_\_\_\_\_  
Signature Date

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Print Name City of Cerritos

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Print Name City of Vernon

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Signature Date

STEPHEN W. HELVEY

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Print Name City of Whittier

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Signature Date

\_\_\_\_\_  
Print Name Pico Water District

RESOLUTION NO. 8404

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT ESTABLISHING A REGIONAL ALLIANCE TO COMPLY WITH CALIFORNIA SENATE BILL X7-7, THE WATER CONSERVATION ACT OF 2009 – 20% BY 2020

WHEREAS, Senate Bill X7-7, the Water Conservation Act was signed into law in 2009;

WHEREAS, the Water Conservation Act of 2009 sets a goal for urban water suppliers to reduce per capita water use by 20 percent by the year 2020;

WHEREAS, the City desires to participate in a regional alliance for the purposes of compliance with the Water Conservation Act of 2009; and

WHEREAS, the City further supports the regional water planning program sponsored by the Los Angeles Gateway Region Integrated Water Management Joint Powers Authority.

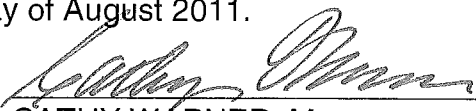
THE CITY COUNCIL OF THE CITY OF WHITTIER, CALIFORNIA, DOES RESOLVE AS FOLLOWS:

SECTION 1. Authorizes and approves an agreement between and among the cities of Downey, Huntington Park, Lakewood, Long Beach, Lynwood, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, and Pico Water District for establishing a regional alliance to comply with SB X7-7, the Water Conservation Act of 2009.

SECTION 2. The City Manager or his designee is hereby authorized and directed to take all actions to effectuate this agreement for and on behalf of the City of Whittier, including execution, in substantially similar form to the agreement attached hereto subject to minor modifications by the City Manager or City Attorney.

SECTION 3. The City Clerk-Treasurer shall certify to the passage and adoption hereof.

APPROVED AND ADOPTED this 9<sup>th</sup> day of August 2011.

  
CATHY WARNER, Mayor

ATTEST:

  
KATHRYN A. MARSHALL  
City Clerk-Treasurer





16401 Paramount Boulevard  
Paramount, CA 90723  
562.663.6850 phone  
562-634-8216 fax



[www.gatewaywater.org](http://www.gatewaywater.org)

*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

April 14, 2016

**SECTION NO. 11a1:** Professional Services Agreement “PSA” with Tetra Tech (“Consultant”) for the Los Angeles River Upper Reach 2 Sub Watershed

**BACKGROUND AND SUMMARY:**

In December, GWMA issued an RFP seeking proposals from qualified professional consultants to prepare a feasibility study for six structural regional Best Management Practice (BMP) projects that have been identified in the Los Angeles River Upper Reach 2 Watershed Management Program (LAR UR2 WMP) Plan. The deadline to receive proposals was February 18, 2016 at noon. A total of 2 proposals were received: CWE and Tetra Tech.

The group is now requesting that GWMA enter into a contract with Tetra Tech with a maximum cost for work of \$361,193. This contract will expire on December 31, 2017, unless earlier terminated in accordance with the terms of this Agreement or extended by the GWMA Governing Board. Costs will be paid from funds collected for the LAR UR2 group.

**FISCAL IMPACT**

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment.

**RECOMMENDATION**

1. Approve the PSA with Tetra Tech as presented.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated and effective April 14, 2016, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and Tetra Tech, Inc. (“Consultant”).

The parties agree as follows:

### **SECTION 1 - SCOPE OF SERVICES**

Consultant shall provide the services (the “Services”) described with each requested scope of services upon GWMA’s approval of cost, schedule and any other applicable terms.

### **SECTION 2 - TIME FOR PERFORMANCE**

The term of this Agreement shall commence on the effective date of this Agreement and expire on December 31, 2017, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair.

### **SECTION 3 - STANDARD OF PERFORMANCE**

Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and regulations. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or other similar requirements necessary for Consultant’s performance of services under this Agreement.

### **SECTION 4 - OWNERSHIP OF WORK PRODUCT**

Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively “work product”) are GWMA’s property. All copyrights that arise from work product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA’s use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the Services provided pursuant to this Agreement shall be at GWMA’s sole risk, unless GWMA compensates Consultant for such alteration or reuse.

## **SECTION 5 - COMPENSATION AND METHOD OF PAYMENT**

GWMA shall pay Consultant, for the Services performed based on the proposal/quote received and accepted for each scope of work.

Consultant shall perform the Services for the amount(s) listed for each scope of work. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Project Manager or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: Tetra Tech Divisions, P.O. Box 911654, Denver, CO 80291-1654.

## **SECTION 6 - INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

## **SECTION 7 - CONFLICT OF INTEREST**

Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including, the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

## **SECTION 8 - INDEMNIFICATION**

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 9. Consultant's covenant under this Section 9 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever,

including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 9 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 9 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees’ right to recover under this Section 9, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees’ right to recover under this Section 9. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

## **SECTION 9 - INSURANCE**

### **Insurance Requirements.**

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Contractor’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0001, Code 1, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Contractor (whether owned, non-owned, hired or scheduled). The Contractor’s insurance policy

shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Professional liability (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, with a five year tail from the completion of the project; and

Workers’ compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 10 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 10, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 10.

Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

## **SECTION 10 - TERMINATION**

Termination by the Parties.

Termination by GWMA. The Project Manager or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days’ written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously

If to Consultant: Tetra Tech, Inc.  
Attn: Oliver Galang  
3475 E. Foothill Blvd.  
Pasadena, CA 91107  
Email: [oliver.galang@tetrattech.com](mailto:oliver.galang@tetrattech.com)

### **SECTION 13 - WAIVER**

No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

### **SECTION 14 - ATTORNEY'S FEES**

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

### **SECTION 15 - ENTIRE AGREEMENT**

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

### **SECTION 16 - MODIFICATION**

This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Project Manager or GWMA Chair.

*[SIGNATURE PAGE FOLLOWS]*



The parties are signing this Agreement on the effective date.

GWMA

Consultant

Los Angeles Gateway Region Integrated  
Regional Water Management Authority

TETRA TECH, INC.

By: \_\_\_\_\_  
Name: Christopher Cash  
Title: Chair

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Please note: Two signatures required for corporations pursuant to California Corporations Code Section 313.)

## EXHIBIT A

### Proposal and Fee Schedule



PROPOSAL FOR GATEWAY WATER MANAGEMENT

# FEASIBILITY STUDY FOR THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM

February 18, 2016



GATEWAY WATER MANAGEMENT AUTHORITY  
16401 Paramount Blvd,  
Paramount, California 90723



**TETRA TECH**

February 18, 2016

Ms. Toni M. Penn, Admin/Accounting Manager  
Gateway Water Management Authority  
16401 Paramount Blvd.  
Paramount, CA 90723

**Reference: PROPOSAL FOR THE FEASIBILITY STUDY OF THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM**

Dear Ms. Penn:

Tetra Tech appreciates the opportunity to submit our proposal for the Feasibility Study of the Los Angeles River Upper Reach 2 Watershed Management Program for the Gateway Water Management Authority (GWMA). We understand the critical significance that this project holds for the next steps towards improving water quality, addressing water quality regulations, and augmenting local water supplies for the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood, Vernon, and the Los Angeles County Flood Control District.

Tetra Tech has assembled a project team of experts in stormwater quality analysis, green infrastructure, and water infrastructure design for six structural regional best management practices (BMP) projects as listed in the Request for Proposal. Our key members for this project include **Oliver Galang**, Project Manager; **Bronwyn Kelly**, Deputy Project Manager; **Jason Fussel**, Lead Designer; and **Chad Helmle**, Principal-in-Charge and Water Resources Director. Tetra Tech leads the industry in developing analytical and design approaches that are specifically tailored to achieve the principal objectives (water quality enhancement, water supply augmentation) and tackle the technical challenges (storm drain diversions, pretreatment, and runoff storage system) that are present in the study area.

Our unique approach will include the following key elements:

- **Board-Approved Water Quality Modeling.** We will use the Regional Water Quality Control Board-approved modeling tools to quantify and visualize the dynamics of diverting, treating, storing, and/or infiltrating runoff for each site.
- **Optimized BMP Design.** We will use advanced tools to develop the optimal configuration to maximize pollutant load reduction and storage volumes.
- **Quantified progress for the Watershed.** We will quantify the progress of the watershed management group's efforts towards implementing the LA River Upper Reach 2 Watershed Management Plan and outline remaining needs for future BMP capacities.

As Principal-in-Charge, I would like to emphasize the fact that we have assembled this team specifically for this project because they have designed numerous regional BMPs for our clients throughout the Los Angeles region to make progress towards meeting EWMP or WMP goals. No other team in the region has designed more of these types of projects. A key byproduct of this experience is that our team possesses a unique and deep understanding of the complexities and challenges associated with successfully designing, building, and maintaining these new structures – structures that are very different from any that have ever been implemented and operated on a large scale by local agencies. Our team has developed a number of innovative and unique tools to allow us to analyze each of the key design variables and communicate their importance to you, the client. Our proposal outlines how these tools might be used, highlights opportunities for innovative strategies that may significantly reduce long-term capital costs, and provides some initial design concepts. You may notice that our proposal (and our associated fee) includes a focus on engineering analysis. We believe strongly, based on our

**Tetra Tech**

3475 East Foothill Boulevard, Pasadena  
Tel 626.351.4664 Fax 626.351.5291 [www.tetrattech.com](http://www.tetrattech.com)

Ms. Toni M. Penn  
February 18, 2016  
Page 2

first-hand design experience that such a focus is necessary at the early stages of project planning to ensure that fatal flaws, major cost issues, and opportunities for innovation and cost reductions are identified.

I certify that I have the authority to negotiate contracts on behalf of Tetra Tech and I am authorized to contractually obligate our organization. I attest that this proposal shall remain valid for a period of not less than ninety (90) days from the date of this submittal. Should you have any questions, you may contact our Project Manager, Oliver Galang at 626.470.2423 or [oliver.galang@tetrattech.com](mailto:oliver.galang@tetrattech.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Chad S. Helmle". The signature is fluid and cursive, with the first name "Chad" being the most prominent part.

Chad S. Helmle, PE  
Vice President



## SECTION 1. PERCEPTION AND APPROACH



### 1.1 INTRODUCTION

Tetra Tech has assembled a project team of leaders with extensive engineering expertise and innovative green infrastructure design expertise to evaluate the Gateway Water Management Authorities six (6) regional projects as identified in the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) Watershed Management Program (WMP) Plan.

Further, *our team has designed more facilities than any other team in the Los Angeles region* that are specifically tailored to meet the WMP objectives and integrate stormwater harvesting. As a result of our efforts, we have the unique capability to develop an innovative design for the City.

We have developed a thorough approach that will:

- Use Los Angeles Regional Water Quality Control Board (Regional Board)-*approved modeling tools* to quantify and visualize the dynamics of diverting, treating, storing, and infiltrating runoff;
- *Boost best management practice* (BMP) pollutant removal effectiveness far beyond the assumptions built into the WMP by integrating active controls, thereby reducing the need for future upstream BMPs predicted in the WMP; and
- *Quantify the progress* towards WMP compliance and outline remaining needs for future BMP capacities.

Successfully designing these projects will require the team to meet a number of difficult challenges. While the objective is simple – capturing and infiltrating storm water – the technical challenges of achieving this objective are daunting. The project team must engineer systems that consider a number of key issues, including minimizing the need for pumping, avoiding unintended consequences of infiltration, achieving reliable long-term infiltration, minimizing operations and maintenance burden, and ultimately communicating project effectiveness to the Regional Board. Our team has met these challenges, and more, in our experience designing these systems throughout the Los Angeles region. We have developed a number of key innovations and design processes that we feel are ideally suited for this project. Our scope of work provides a brief overview of these concepts to highlight how we plan to deliver quality and reliable designs that will achieve the objectives outlined in the WMP for the minimum cost.

## 1.2 PROJECT UNDERSTANDING AND APPROACH

The LAR UR2 WMA, consisting of the Los Angeles County Flood Control District (LACFCD) and the Cities of Bell, Bell Gardens, Commerce, Cudahy, Huntington Park, Maywood and Vernon, is a highly urbanized area within the watershed consisting of a total of an urbanized watershed of 14,216 acres.

The Gateway Water Management Authority developed and submitted the final version of the LAR UR2 WMA WMP Plan in June 2015. The LAR UR2 WMA cities lie exclusively within the Los Angeles River Watershed and each agency discharges to Reach 2 of the Los Angeles River, a concrete-lined river channel with year-round flows comprised primarily of treated wastewater. The Cities of Bell Gardens and Commerce also drain southeast to the normally dry concrete-lined Rio Hondo tributary channel.

Many of the watershed water quality impairments were previously identified as Total Maximum Daily Loads (TMDLs) and are being successfully addressed by the LAR UR2 WMA Permittees.

The WMP analysis identified zinc and E. coli as the pollutants driving implementation of costly new pollutant source and watershed control measures, including Minimum Control Measures (MCMs), Low Impact Development (LID), LID and Green Street projects, Low Flow Diversions (LFDs), scientific studies, increased inspections and enforcement, and structural Best Management Practices (BMPs).

The LAR UR2 RAA and WMP identified six regional BMP projects, estimated to cost a total of \$210 million, and an additional \$90 million in residential and commercial LID street renovations that may need to be implemented, over the next two decades, to achieve Permit numeric limits.

As a major step towards implementing the WMP, the Gateway Water Management Authority with the cooperation of the LAR UR2 WMA, seeks to conduct a feasibility study for the six (6) structural regional BMP projects in order to address the water quality limits as set forth in the WMP.

The six (6) projects locations are:

1. John Anson Ford Park, Bell Gardens
2. Randolph Street Green Rail Trail, Maywood
3. LADWP Transmission Easement, Vernon
4. Rosewood Park, Commerce
5. Lugo Park, Cudahy
6. Salt Lake Park, Huntington Park

The objectives of the feasibility study are:

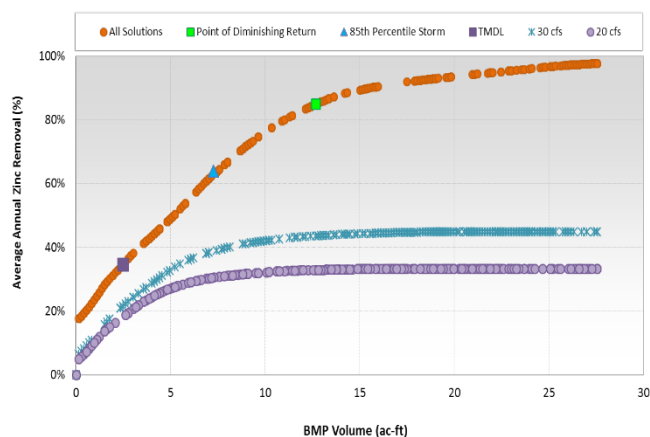
- Evaluate each site for the development of a stormwater capture and potential for subsurface infiltration.
- Prepare a project feasibility study consolidates the evaluation and analysis of each site with all site investigation, hydrology and water quality analysis, and provide summary of the process for project implementation.

### TECHNICAL APPROACH

Through our work designing BMPs for Los Angeles regional clients to meet EWMP and WMP objectives, our team has developed a keen understanding of the key issues and challenges facing the project teams. As a result, our team has developed a number of data analysis, design, and visualization tools to help the team understand the important design elements that drive project effectiveness and costs.

The following paragraphs provide an overview of what we believe are important elements to consider as part of this feasibility project and discusses our unique and innovative approach that Tetra Tech provides for the Gateway Water Management Agencies in the LA River, Upper Reach 2 watershed.

At the end of this section, we present our team's initial concepts for each individual site.



*Tetra Tech has developed a suite of tools to synthesize the results of sophisticated BMP sizing analyses into easy-to-understand figures that guide the design and sizing process, resulting in optimally efficient BMPs.*

## Characterizing the Pollutant Loads and Water Sources

We will leverage our understanding of the water quality analysis conducted of the WMP to evaluate water quality improvement potential for each project site.

We will develop an understanding of the expected flow rates and associated pollutant loads from the drainage area during wet- and dry-weather conditions. Not only will this information be critical for determining the best size and configuration of the BMP for the watershed, it will also allow our team to determine the extent to which wet-weather flows can be cost-effectively diverted for treatment. Without accurate information, sizing of the system (and any estimate of pollutant removal effectiveness) would be beset by uncertainty. By building this analysis off of the existing WMP model, the water quality improvement estimates are trustworthy, which is critical for communication with the Regional Water Quality Control Board.

## Outlining the Diversion Strategy

Once the flow rates, sources, and pollutant loads have been accurately characterized, the information can be used to optimize a strategy for diverting the runoff and conveying it into the proposed BMP. This element represents the most critical feature of the design because it determines the total load that will be delivered to the system. It is, therefore, imperative that the design of this feature be carefully considered to ensure that diversion flow rates are timed to match the high pollutant loading events and that the delivery system itself is redundant, energy efficient, and proven to work.

Our team will strive to design a gravity-based diversion if at all possible. However, given the vertical constraints of the project (e.g., invert elevations, depth to groundwater) conditions might warrant the consideration of pumping options as well. Regardless of the conditions present, our team has developed a series of analytical tools that can rapidly assess the benefits and costs of each scenario relative to its ability to maximize the delivery of pollutants to the BMP while it has remaining capacity. These tools have been carefully designed to simultaneously consider the volumetric capacity and configuration of the BMP itself along with the diversion calculations to facilitate full-system optimization.

## Establishing a BMP Configuration

The next most critical element of this design is the size and configuration of the subsurface BMPs that are to be integrated into each site. The storage and infiltration capacities of the system (in combination with the diversion flow rates) will determine the extent to which runoff can be infiltrated into the ground and pollutants settled or filtered out. Operational parameters (e.g., overflow conditions, underdrain alternatives, varying infiltration rates, and

return flow structures) must be outlined and the system must be designed with resiliency and data monitoring in mind.

Tetra Tech will use proven modeling tools to help each of the Cities visualize the value of different potential combinations of BMP size, diversion systems, and active controls.

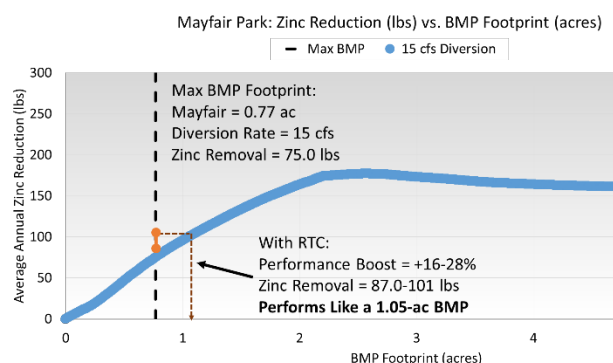
The Tetra Tech team has honed its BMP sizing optimization skills with numerous recent designs, including the following projects.

- Peck Park Canyon Enhancement Project
- Los Angeles Zoo Parking Lot Project
- Albion Riverside Park Project
- Aliso Creek – Limekiln Creek Restoration
- Lakewood's Bolivar Park and Mayfair Park Projects
- Signal Hill TMDL Project

We will work closely with each city to identify the design constraints and then use the optimization algorithms developed by the U.S. Environmental Protection Agency (EPA) to guide the sizing and configuration decision making, balancing on-the-ground realities with BMP performance needs.

## Incorporating Active Controls to Optimize System Performance

To date, the vast majority of BMPs are designed as passive systems that capture, store, treat, and infiltrate water based on the physical (static) arrangement of their internal structures. In fact, all of the WMP and Enhanced Watershed Management Program (EWMP) modeling analyses conducted throughout the Los Angeles area build in assumptions to represent the widespread implementation of such passive system BMPs.



*Active Controls strategies have the potential to increase the BMP performance of up to 28% in additional pollutant load reductions.*



In contrast, actively controlled systems for stormwater BMPs utilize predictive modeling and simple actuated movable parts (e.g., valves, rubber dams, orifices) to drastically increase the pollutant load removal efficiency relative to equivalently sized passive structures. A recent analysis performed by Tetra Tech for the City of Lakewood's Mayfair Park and Bolivar Park BMP Projects estimated that retention time would be increased, simply by introducing active controlled features to a previously existing structure. Depending on the particle size distribution, this could result in pollutant load removal by 28%. It should be noted that such a dramatic increase in pollutant load reduction efficiency per cubic foot of excavated BMP would yield immediate and significant cost reductions for each City, since future upstream BMP needs in the watershed as tabulated in the WMP recipe for compliance. For example, if the efficiency of the BMP at Lakewood's Bolivar Park, with a footprint of 1-acre, would functionally operate as a 1.5 acre BMP.

In addition to boosting pollutant load removal efficiency, the active control system is ideally suited to increase the ability of the system to be used to augment the water supply to meet current or future demands for those BMPs located at a park facility.

### Leveraging our Relationships

It is unlikely that the advantages of active controls as described above could be rapidly and successfully vetted to reduce BMP requirements with the Water Board without a firm grasp of the LAR UR2 WMA WMP modeling analysis and a strong relationship with the regulators. We have an exceptional relationship and reputation with the Los Angeles Regional Water Quality Control Board.

Our team's approach is to carefully document the entire analysis described above and to repeatedly draw tangible and quantifiable tie-backs to the WMP analysis. Basing the analysis on existing, Board-approved tools is critical to maintaining analytical credibility;

this sets the stage for an easily followed approach to accurately quantify the appropriate level of pollutant load reduction credit that this design will yield.

The Los Angeles County Flood Control District (LACFCD) is also a major stakeholder in the Los Angeles River, Upper Reach 2, since the LACFCD owns and operates many of the regional drainage facilities. Approved plans and an encroachment permit will be required for any work within their right-of-way. The Tetra Tech Team is well experienced in obtaining encroachment permits from the LACFCD for other public agencies. Additionally, the Tetra Tech Team has worked directly for LACFCD through various design and on-call contracts for many years, so we have a deep understanding of the agency and great working relationships with staff members in various departments. Our team's extensive working relationship with Los Angeles County will ensure seamless coordination and approvals.

## PRELIMINARY PROJECT CONCEPTS

Tetra Tech is the leader in the development of state of the art in regional stormwater BMPs and Green Infrastructure Projects. The regional stormwater BMPs that are developed by our project team considers the requirements of the LAR UR2 WMA Watershed Management Plan as well as the operation and maintenance needs of each agency. Tetra Tech has reviewed each of the LAR UR2 WMA regional BMP Projects and developed a preliminary approach for each site.

The following preliminary concepts have been developed based on our understanding of the sites and our preliminary assessment of each opportunity.



#### APPROACH

### Underground Storage/Infiltration Facility

#### PROJECT HIGHLIGHTS

- ✓ Storm Drain Diversion
- ✓ Pre-Treatment
- ✓ Overflow and Underdrain
- ✓ Minimize Impact to Sports Complex



#### APPROACH

### Green Streets

#### PROJECT HIGHLIGHTS

- ✓ Green Street Master Plan
- ✓ Pre-Treatment with along Catch Basin Inlets
- ✓ Overflow and Underdrain
- ✓ Permeable Pavement Parking Areas





#### APPROACH

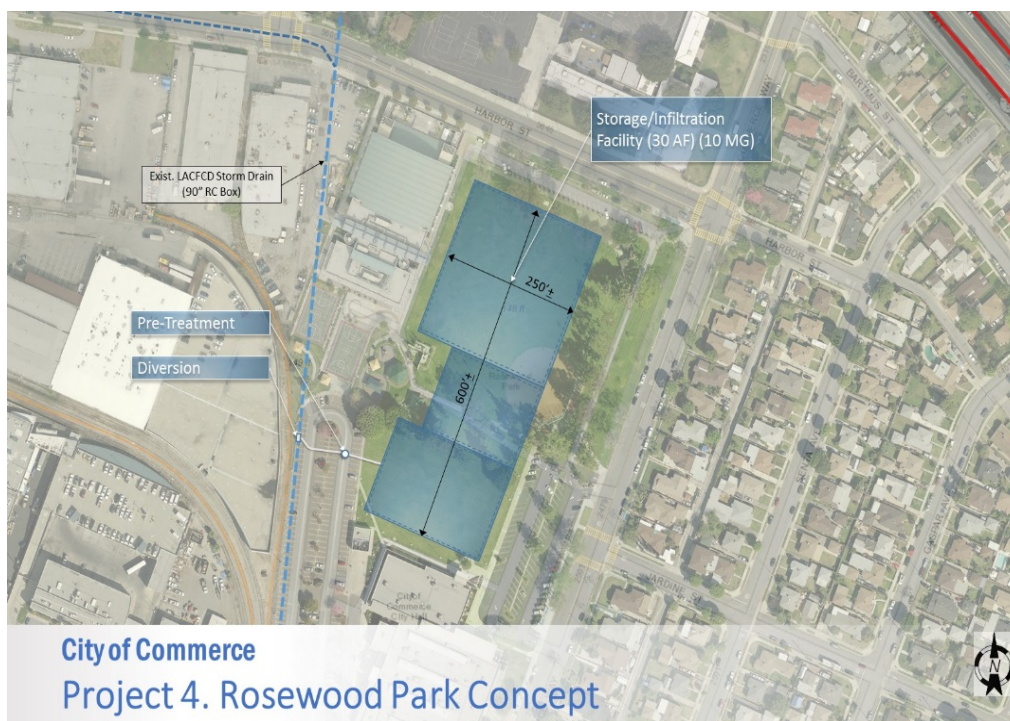
### Powerline Easement Treatment System

#### PROJECT HIGHLIGHTS

- ✓ Storm Drain Diversion
- ✓ Pre-Treatment
- ✓ Overflow and Underdrain
- ✓ Subsurface Infiltration Trench

City of Vernon

### Project 3. LADWP Transmission Easement Concept



#### APPROACH

### Stormwater Storage/Infiltration System

#### PROJECT HIGHLIGHTS

- ✓ Storm Drain Diversion
- ✓ Pre-Treatment
- ✓ Storage/Infiltration System
- ✓ Post Treatment and Use Opportunities

City of Commerce

### Project 4. Rosewood Park Concept





**APPROACH**

**Stormwater Treatment System**

**PROJECT HIGHLIGHTS**

- ✓ Storm Drain Diversion
- ✓ Pre-Treatment
- ✓ Storage and Infiltration Facility
- ✓ Treatment and Use Opportunity



**APPROACH**

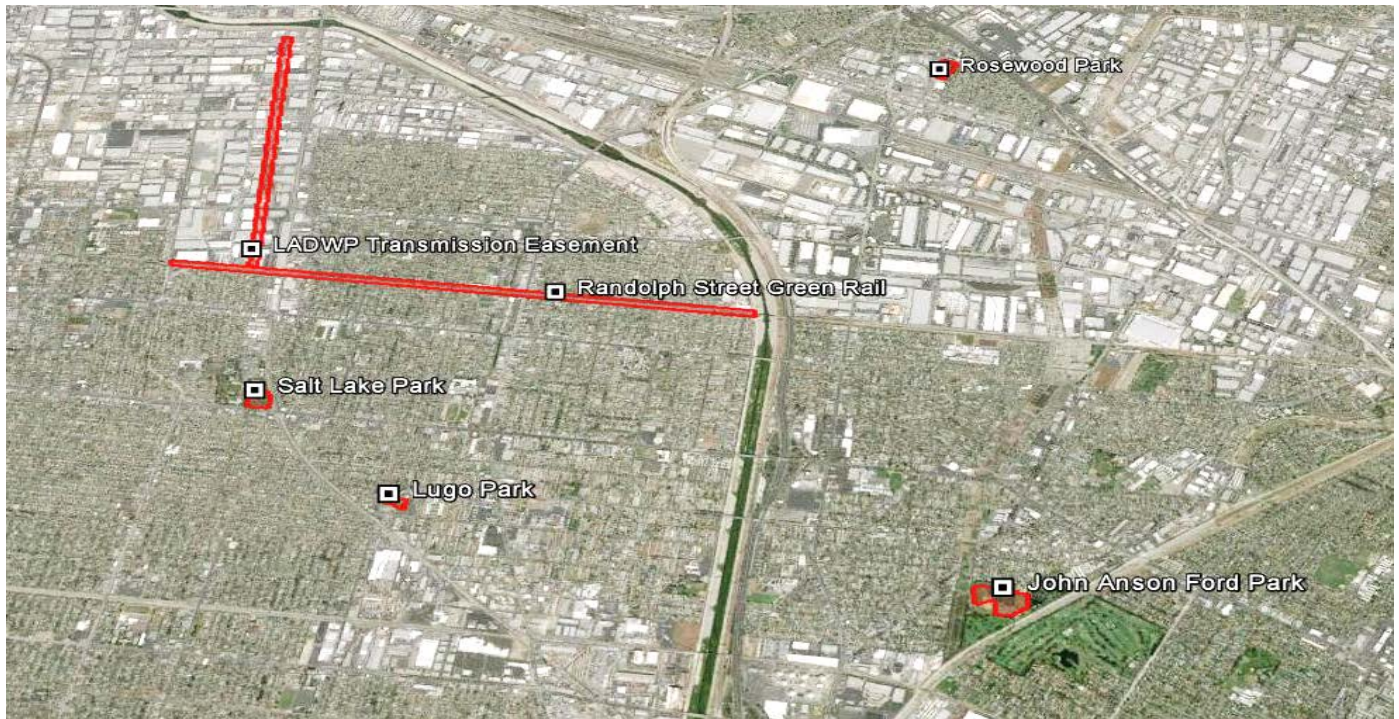
**Stormwater Treatment System**

**PROJECT HIGHLIGHTS**

- ✓ Storm Drain Diversion
- ✓ Pre-Treatment
- ✓ Storage and/or Infiltration Facility
- ✓ Treatment and Use Opportunity



## 1.3 DETAILED WORK PLAN



Location Map of Regional BMP Project Site Locations

Our approach aligns with those tasks as identified in the Scope of Work from the RFP, which consists of the following 12 tasks:

1. Environmental Evaluation/Documentation
2. Field Work
3. Topographic Survey
4. Utility
5. Geotechnical Evaluation
6. Hydrology and Water Quality Analysis
7. GIS Maps
8. Permits
9. Operation and Maintenance
10. Monitoring Plan
11. Project Cost and Schedule
12. Final Deliverable

Each of these are further described in more detail below

### Task 0. Project Management and Coordination

Project Management will consist of coordination with the GWMA staff and project stakeholders, scheduling, budgeting, progress reporting, and invoicing. We will work closely with the GWMA and each of the individual City representatives to ensure that project milestones are met and information is readily available to

identify the progress of the feasibility study. Additional details regarding the Tetra Tech Project Management approach is provided in Section 4. Project Management.

#### 0.1 Project Management

Tetra Tech is committed to ensuring that the GWMA is fully informed of all day-to-day design activities and progress. This will be achieved through regular project correspondence that will allow the GWMA to measure the actual vs. plan work progress.

Tetra Tech's Project Manager, Oliver Galang, PE ENV SP, will use a Sharepoint site to share information, such as deliverables, research materials, site photos and schedule. It is a tool to maintain communication with the GWMA and the individual City representatives regarding key issues and action items.

#### 0.2 Project Work Plan

Tetra Tech will prepare a Project Work Plan that identifies the project objectives, critical success factors, team organization, communications plan, meetings, schedule, deliverables, and budget. The Project Work Plan will also include quality assurance requirements for project deliverables. The quality reviews will be documented in a quality control checklist for the GWMA project team.

### 0.3 Project Schedule

Tetra Tech understands that the GWMA has committed to an aggressive schedule for development of the Feasibility Study for the LA River Upper Reach 2 Watershed Management Agencies. We have developed a Critical Path Method (CPM) schedule that is consistent with the phasing plan for the project. The degree of activity detail will cover the major phases of the project. Task predecessors, float time, and task dependency will be indicated, as well as a highlighted critical path for the project.

The schedule will serve as a planning tool and will be updated monthly to measure actual progress.

### 0.4 Project Kick-Off Meeting

The project will be initiated with a kick-off meeting to present and agree on the final details of a schedule and work plan. Tetra Tech will be ready to initiate the kick-off meeting following the receipt of a Notice to Proceed from the GWMA. Tetra Tech will prepare an agenda and meeting summary for the kick-off meeting.

### 0.5 Project Coordination Meetings

Project Coordination Meetings will be conducted on a monthly basis to review project status and ensure that the contract objectives and milestones are being achieved. To supplement these meetings, Tetra Tech will maintain ongoing communication with the GWMA. A detailed schedule, action item list, and decision log will be developed, maintained, and updated for control of the project. Tetra Tech will prepare an agenda and meeting minutes for all project meetings.

#### Task 0 Deliverables

- Draft and Final Project Work Plan
- Project Schedule, updated monthly
- Kick-off meeting and project meeting agendas, meeting summaries, and meeting handouts/materials

#### Task 0 Assumptions

- Project schedule will be completed in MS Project.
- Project management task duration will not exceed 12 months.
- Meetings will occur at GWMA or a participating agency facilities. Meetings may also be conducted with the GWMA via a conference call or web-based conference.

### Task 1. Environmental Evaluation/Documentation

This task will consist of a review of historical and record information that will be performed immediately following the Project Kick-off meeting. The research will include review of existing reports, studies, as-built plans, mapping, geotechnical investigations, watershed management plans, TMDL



*Tetra Tech will work collaboratively with the LAR UR2 WMA agencies to develop buildable project concepts*

requirements, and other information available from the Cities, County, and other agencies.

In addition, Tetra Tech will reviews of the applicable requirements to satisfy the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and any historical, cultural resources available.

#### Task 1 Deliverables

Draft and Final Environmental Evaluation Report

#### Task 1 Assumptions

- One draft will be submitted to the group electronically. One set of consolidated comments will be provided by the group for incorporation into a final document. No additional reviews or revisions will be needed, any additional edits will be incorporated during the final deliverable.

### Task 2. Field Work

Tetra Tech will conduct a field reconnaissance of each of the 6 project site locations with the Gateway Water Management Project Team representatives. The objective of this task is to identify potential locations for the diversion structures, pretreatment units, and storage/infiltration facilities. In addition, the site investigation will be an opportunity to discuss agency specific goals and requirements for each of the sites, such as drainage requirements from the LACFCD or the operation and maintenance needs for each of the individual cities.

This task also involves preliminary research of the available project site information, planning documents, and As-Built for the flood control drainage infrastructure.

The following project documents will also be reviewed under this task.

- LAR UR2 WMA, Watershed Management Program Plan, Revised June 12, 2015
- As-Built Drawings for the adjacent storm drains for each project site



- Local Municipal and Zoning Code for parking lot requirements.
- LAR UR2 Revised Coordinated Integrated Monitoring Program (CIMP), dated February 20, 2015.
- Los Angeles County Department of Public Health Guidelines for Alternate Water Sources, Indoor and Outdoor Non-Potable Use, dated December 2015.

### Task 3. Topographic Survey

Tetra Tech will conduct a topographic survey and site investigation of each of the six sites in order to allow the design team to understand above ground and potentially subsurface constraints that may limit the project footprint. These items may include, but not limited to, tree canopies, above ground infrastructure, channel, storm drain invert elevations, street centerlines and sidewalks. Given the potential constraints the project benefits may be significantly less than another project site. In addition, there may be cost impacts associated with the identified constraints.

The Tetra Tech Team will also identify the needed datasets critical to perform the hydrology, hydraulic, and water quality analyses. It is anticipated some of the required datasets will be developed using high-resolution Light Detection and Ranging (LiDAR) and aerial imagery data. Tetra Tech will explore the costs of obtaining the needed LiDAR and aerial imagery data for the project area.

A topographic map will be provided for each of the locations in AutoCAD format.



*Tetra Tech will develop a topographic map based on available data from the LA County LiDAR Information*

### Task 4. Utility Research

Utilizing USA Dig Alert's website, a comprehensive utility matrix will be developed, which Tetra Tech will use to request utility atlas information. The atlas information will be used to prepare an existing utility index map for the project area.

Once the field research and review component of Task 1 is complete, the Tetra Tech team will perform a site visit to understand and verify the project study watershed area, the

immediate conditions of the project site, general flow conditions (i.e. dry-weather, flow restrictions, hydraulic conditions), the accuracy of data obtained during the research phase and the locations of the utilities based on the utility atlases received.

### Task 5. Geotechnical Evaluation

Because the suitability of the sites depends on the subgrade soil and groundwater conditions of the specific BMP locations and because the full BMP design and infiltration characterization based on the County requirements stated in the Guidelines for Design, Investigation and Reporting, Low Impact Development Stormwater Infiltration, GS 200.1, is time and effort and cost intensive, and based on our percolation/permeability testing experience, Tetra Tech proposes to perform the geotechnical study in two phases. In the first Phase, the Preliminary Phase, small diameter borings will be advanced to observe and evaluate subsurface soil conditions and to perform time and cost effective screening with borehole percolation tests. In the second Phase, the Design Phase, only locations where the first phase indicated realistic potential for meeting the infiltration criteria will be tested in compliance with the County requirements. The details of this approach are provided in the following paragraph.

Tetra Tech will conduct preliminary geotechnical investigations in the areas where the proposed BMPs will be installed. This effort will include advancing shallow small diameter borings, collecting/testing soil samples, and carrying out preliminary infiltration testing using the borehole percolation method. However, for the large infiltration volume intended at the 6 BMP locations, the Los Angeles County Department of Public Works recommends that infiltration testing be done with the basin infiltration method and that the soil stratigraphy be defined to a depth of 30 feet beyond the depth of the invert of the BMP (i.e. to a depth of about 40 feet for this project). Thus, the Preliminary Phase of soil exploration and boring percolation testing is intended to assess the suitability of the soils in terms of infiltration. Subsequently, depending on the results and the needs of the GWMA at those sites found to be suitable based on the Preliminary Phase, either the basin method or infiltration testing with large diameter boreholes would be performed during the Design Phase, accompanied by an additional soil exploration program that would extend the depth of exploration to the required depth of about 40 feet.

Details of the Preliminary Phase are:

- Review of groundwater elevations from available reports and monitoring well records in the area to establish groundwater depths and trends at each BMP location.
- Conduct a preliminary soil investigation consisting of boreholes drilled to a depth of 25 feet with continuous sampling using dry-core hollow stem auger to define the stratigraphy of the soils under the invert of the proposed BMPs. This preliminary soil investigation will help identify

areas where fine-grained soils and unsuitable stratigraphy are present and therefore unlikely to be suitable for infiltration.

- Carry out a preliminary percolation testing using borehole percolation methodology in accordance to the County of LA Guidelines (<http://dpw.lacounty.gov/gmed/permits/docs/policies/GS200.1.pdf>). The boreholes for percolation testing would be drilled in the vicinity of the exploratory borings since it is usually more efficient to drill a separate hole than trying to utilize the exploratory borehole. It is noted that the borehole percolation testing is both effort and cost efficient but it is not compliant with the County Guidelines for large stormwater design volumes. This testing will be done to obtain a preliminary assessment of the infiltration characteristics at the different BMP sites (see Figures 1-2 to 1-7 for approximate locations at each BMP site). It is noted that the County of LA recommends large scale infiltration testing methods for facilities where the volume of stormwater to be infiltrated exceeds 10,000 gallons (1,337 cubic feet) but that testing will only be performed at the sites found to be suitable in the Preliminary Phase since that testing is very extensive and costly. This task will consist of the following activities.
- Review of readily available background materials, including published geologic maps and literature, in-house information, stereoscopic aerial photographs, seismic data, including fault hazard maps, seismic hazard maps, and other readily available data regarding geologic and seismic hazards within the project area.
- Geotechnical laboratory testing of selected samples to evaluate in-situ moisture and density, gradation, and corrosivity.
  - Preliminary geotechnical report presenting the results and findings.
  - Soil sampling and analysis performed at the proposed boring locations.

A licensed Certified Engineering Geologist or Geotechnical Engineer will log all the soil borings and perform the infiltration testing. Samples will be collected and analyzed for select samples to determine gradation characteristics.

#### Task 2 - 5 Deliverables

- Geotechnical Study Report (draft and final)
- Existing Site Conditions Technical Memo
- Topographic Maps in Autocad format
- List of Utility Purveyors

#### Task 2 - 5 Assumptions

- Access to each site area for field exploration will be coordinated with the City.
- Truck-mounted drilling equipment will be able to mobilize for the geotechnical investigations of the proposed drilling locations, and field work will be performed during normal working hours.
- The borings will be backfilled with drill cuttings and the surface, if needed, will be repaired with quick set concrete or asphalt cold patch.
- Our exploration will not include sampling, testing, or assessment of toxic or hazardous substances, or evaluation of other environmental issues. If during the performance of the subsurface exploration, foreign or odorous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.

### Task 6. Hydrology and Water Quality Analysis

The hydraulic analysis will primarily focus on the physics of designing a resilient, cost-effective, and minimally disruptive diversion structure for the project sites. Tetra Tech is proposing to continue our innovative approach for regional BMP design by again linking the water quality analysis with the hydraulic analysis.

For this effort, we will calculate the diversion point hydraulics using the Los Angeles County Water Surface Pressure Gradient (WSPG) method to determine the water surface elevation and sizing requirements for several configurations of the weir. Simultaneously, we will use the TMDL and BMP models to analyze the water quality benefits achieved by combining the weir configurations with BMP sizes to establish a relationship between in-channel disruptions and achieved water quality.

Low flows will be modeled to determine the weir height and the water surface's relation to the inlet elevation leading to the low flow diversion system and pump station.

### Water Quality Pollutant Loading and BMP Analyses

Tetra Tech has developed a suite of tools that provide a state-of-the-science system for hydrologic and pollutant load assessments to support BMP design. Each analysis we perform for our clients in the Los Angeles region has provided an opportunity to improve and advance our methods to achieve more accurate and informative results that clearly visualize the effects of key design parameters. For example, as part of the recent EWMP/WMP modeling efforts, our team was responsible for conceiving and implementing the modeling framework for representing regional and green infrastructure BMPs to accurately account for site availability and realistic diversion structure flow rates. These analyses provide the foundation for executing the BMP design work for each of the sites. Moreover, this system of modeling tools is specifically designed to be



consistent with methods used by regulators to quantify the benefit of BMPs for TMDL compliance. As a result, these tools are ideal for sizing BMP features, and can also be used to demonstrate compliance progress with regulatory requirements such as those outlined in the LAR UR2 WMP.

#### **OPTIONAL TASK - Active Controls Assessment**

*An Active Controls Assessment for the six regional BMPs could be conducted as an optional task for this study. Of critical importance to this project is the potential introduction of active, real-time controls to the design process. Integrating "smart" controls on a project that are linked to weather-prediction services and are able to predict flows and/or demands can greatly increase the capacity of a BMP to capture, store, and use water. In some environments, the performance of the subject BMP can be increased by up to 50 percent. If this technology is successfully demonstrated as a critical component for each BMP project, it could greatly reduce the overall number of BMPs ultimately required to achieve compliance with the TMDLs as outlined in the WMP. The alternative approach to the six regional BMPs is that each facility could be designed with potentially a smaller footprint with the same water quality performance benefits for each GWMA City. This could result in significant savings to the GWMA agencies for these large capital projects.*

*Tetra Tech could include this analysis as a separate task for consideration by the GWMA.*

#### **OPTIONAL TASK - Treatment and Use Alternatives**

*Post Treatment and Use Alternatives could also be considered by the Tetra Tech Team to develop the most sustainable project alternatives. Treatment of stormwater will be evaluated to meet the current Los Angeles County Public Health Guidelines. Use Alternatives may consist of evaluating the landscape water demands of each site located at a park and balancing the potential supply from stormwater and urban runoff to augment existing potable water supply. Tetra Tech could include this analysis as a separate task for consideration by the GWMA.*

#### **Task 6 Assumptions**

- The hydrology analysis will be conducted based on the County of Los Angeles Hydrology Manual and/or existing WMS models.
- Channel hydraulics will be evaluated using the LA County WSPG analytical method to determine the

water surface elevation and sizing requirements of the diversion system.

- The hydrology, hydraulics, and water quality analysis will be used as the design basis and subsequently included in the Task 4 and Task 5 deliverables

#### **Task 7. GIS MAPs of Regional BMPs**

Tetra Tech will utilize the design basis developed from the water quality analysis, geotechnical investigations, hydrology, and hydraulics for the development of GIS based maps showing draft conceptual designs. Up to two alternatives will be developed and analyzed for each location.

#### **OPTIONAL TASK - Alternatives Workshop**

*Tetra Tech could also conduct an Alternatives Workshop with the GWMA agencies to discuss the alternatives for each location, and present the project benefits for each configuration. The objective of the workshop is to present the alternatives and to select the preferred configuration for each site. The benefit*



*Each site will be reviewed for site layouts and to minimize environmental impacts and facility activities*

*of this approach will allow each agency to share ideas for each concept resulting in a collaborative workshop, selection of the preferred alternative, and early acceptance from the GWMA of each project configuration.*

#### **Task 7 Deliverables**

- GIS Map of each proposed regional BMP with jurisdictional boundaries
- Aerial Maps of the proposed project concept
- Jurisdictional land use distribution tributary to each BMP.

#### **Task 7 Assumptions**

- Up to two preliminary alternatives will be developed for each project site for discussion purposes.

## TASK 8. PERMITS

Tetra Tech will analyze each project site with respect to land use, existing uses, and coordination with existing park operations, easement requirements, and joint use agreements, such as with the LADWP or Railroad Easements. Potential Permits and/or use agreements will be identified as a condition to implement, operate, and maintain each project site location.

### Task 8 Deliverables

- Technical Memorandum discussing the required permits for each project site location (Draft and Final)

## TASK 9. OPERATION AND MAINTENANCE PLAN

This task consists of the development of an Operation and Maintenance (O&M) Plan that also includes the annual costs associated with each project site. The O&M will include the procedures, available equipment manufacturer data sheets, commissioning information, and system diagrams, as part of the O&M Plan. Should the City incorporate active controls, this document will address the operations and maintenance requirements for this system as well and include annual cost estimates to maintain the projects identified.

### Task 9 Deliverables

- Draft and Final Preliminary O&M Plan

### Task 9 Assumptions

- O&M Plan will be preliminary based on the proposed configurations developed under Task 7. The actual O&M plan will require subsequent updates once each project site is fully implemented.

## TASK 10. MONITORING PLAN

To support the potential for grant funding, Tetra Tech will develop a baseline monitoring plan for each project site location. The objective of the monitoring plan will be to develop baseline conditions for each of the major storm drains that will be diverted into the regional BMPs. The monitoring plan will focus on the priority pollutants identified in the LAR UR2 Coordinated Integrated Monitoring Program (CIMP). Where possible, Tetra Tech will identify stormwater outfall monitoring locations and receiving water monitoring locations that have already been identified under the CIMP. This would provide an opportunity to leverage existing funded monitoring programs as part of the monitoring plan development. This monitoring plan will also be used to identify

opportunities for subsequently calibrating the water quality pollutant load analysis for which the LAR UR2 WMA WMP was developed.

The Monitoring Plan will describe the baseline water quality or quantity; identifies any non-point sources; and information related to sampling locations. Tetra Tech will ensure that the monitoring program and objectives, types of monitored constituents, methodology, monitoring schedule, and monitoring sampling locations are clearly stated.

### Task 10 Deliverables

- Draft and Final Monitoring Plan

### Task 10 Assumptions

- The Monitoring Plan is intended to develop baseline conditions for each storm drain that will be diverted to the Regional BMPs.
- The Monitoring Plan is intended to support the subsequent design of each BMP facility and not intended to meet SWRCB QAPP requirements.



*Tetra Tech will leverage the storm water outfall monitoring locations from the CIMP as a basis for the monitoring plan development*

## TASK 11. PROJECT COST AND SCHEDULE

After approval of the preferred locations and alternative for BMP design, Tetra Tech will reference the preferred alternative conceptual design as the basis for the preliminary cost estimate and project implementation schedule.

### Preliminary Conceptual Level Cost Estimate

Tetra Tech will prepare a preliminary cost estimate for the preferred alternative for each of the project sites. The cost estimate will be based on the preliminary concept developed for each site and will represent a conceptual level cost estimate and will only include major components of the project. The cost estimate is considered preliminary and it is used for the purpose of budget authorization or budget control purposes only. This cost estimate will include major components of the project such as pipeline installed cost, pumps, and other components that cover major costs of the project, including potential permits and associated fees. The preliminary conceptual level cost estimates cover only the items of work shown in the conceptual drawings.

### Preliminary Implementation Schedule

Tetra Tech will develop a preliminary design and construction schedule for each of the regional BMP project sites. The schedule will be in Microsoft Project Schedule format. Tetra Tech will submit a draft copy for review and comment. The comments will be incorporated into a final deliverable.

The project implementation schedule will include the following components.

- Environmental Planning and Permitting
- Right-of-Way Easements (LADWP and the Rail Road)
- Design Plans (50%, 90%, and 100%)
- Bid and Award
- Construction

### Task 11 Deliverables

- Preliminary Cost Estimate for each Regional BMP Site
- Preliminary Project Implementation Schedule for each Regional BMP Site

### Task 11 Assumptions

- The Monitoring Plan is intended to develop baseline conditions for each storm drain that will be diverted to the Regional BMPs.
- The Monitoring Plan is intended to support the subsequent design of each BMP facility and not intended to meet SWRCB QAPP requirements.

## TASK 12. FINAL DELIVERABLE

The final deliverable will consist of the compilation of the project development from Tasks 1 through 11. The final deliverable will provide the opportunity for the Tetra Tech team to synthesize the relevant issues such as: scientific findings, physical opportunities

and constraints, GWMA or each Cities objectives, and stakeholder issues obtained during the development of the conceptual designs.

The final document will be prepared as a final deliverable that clearly outlines the future implementation measures. The final deliverable will clearly outline the concept of each site, document the cost benefit analysis, support the Cities in the project selection process and will provide the City with a solid concept plan for future grant applications.

Tetra Tech will prepare a draft for GWMA review. The concepts of the draft deliverable will contain the following items:

### Existing Conditions

- Field Work
- Topographic Survey
- Utilities

### Geotechnical Investigation

- Geotechnical investigation
- Suitability for infiltration

### Hydrology and Water Quality Analysis

- Hydrology including the 85<sup>th</sup> percentile 24-hour storm event
- Evaluation of water quality characteristics, TMDLs and compliance with the MS4 permit
- Water diversion from the adjacent flood control storm drains
- Pre-treatment of the runoff and stormwater for storage and infiltration
- Post-treatment alternatives of the runoff and storm water for beneficial reuse or irrigation
- Underground storage and infiltration structure and other civil infrastructure

### Treatment and Use Alternatives

- Potential irrigation uses in the parks
- Landscape and irrigation systems related to both beneficial reuse of the water

### Preliminary Design Documents (GIS Maps)

The 10% design documents will be developed for the two site alternatives and consist of 8 sheets maximum. The following are the anticipated drawing sheets for the 10% design documents.

- Civil - plan, profile, details, and sections
- Geotechnical borings

### Active Controls Design Strategy

- Active controls with system diagram

### Operations and Maintenance

- Startup operations
- Maintenance requirements
- Analysis of operations and maintenance including long-term costs

### Environmental Documents and Permits

## Proposal for Feasibility Study for Los Angeles River Upper Reach 2 Watershed Management Program

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- Environmental documentation under CEQA
- Listing of all needed permits with processing time and identified challenges
- Coordination with outside regulatory agencies
- Any other regulatory requirements anticipated

### Preliminary Cost Estimate

- Construction costs
- Operations and maintenance costs, including long-term costs

### Implementation Schedule

- Recommendation implementation, including a consideration of alternative project delivery methods
- Project implementation schedule through completion and startup

### **Task 12 Deliverables**

- Draft and Final Feasibility Study Report for all six regional BMP Projects

### **Task 12 Assumptions**

- Concept level alternatives will be included
- The GWMA will review the Draft Feasibility study and provide comments within 2-weeks.



*Tetra Tech developed two multi-benefit regional BMPs for the City of Lakewood. Tetra Tech will develop concepts for the GWMA that are feasible and easily constructed*



## SECTION 2. KEY PERSONNEL

### 2.1 MANAGEMENT STRUCTURE

The Tetra Tech team is committed to open communications, joint problem solving, partnering, and teamwork to accomplish the goals of the assignment. The key to managing time and providing efficient services while working on multiple projects is to utilize experienced staff currently working on similar projects and who have knowledge of the applicable standards, guidelines, and criteria. Each member of our team has been selected to add strength in their unique area of expertise. The organization of Tetra Tech's proposed team is shown in Figure 2-1 below and presents our team members and indicates the elements of the project where each firm either has a lead or support role and responsibility. We encourage potential clients to contact our references provided in Section 3 to get a firsthand account of the level of service and expertise our team provides. These individuals are available and we commit their time and effort necessary successfully complete the project. The qualifications of key personnel are provided below and Table 2-1 provides a summary of staff availability, their office location, and current workload.

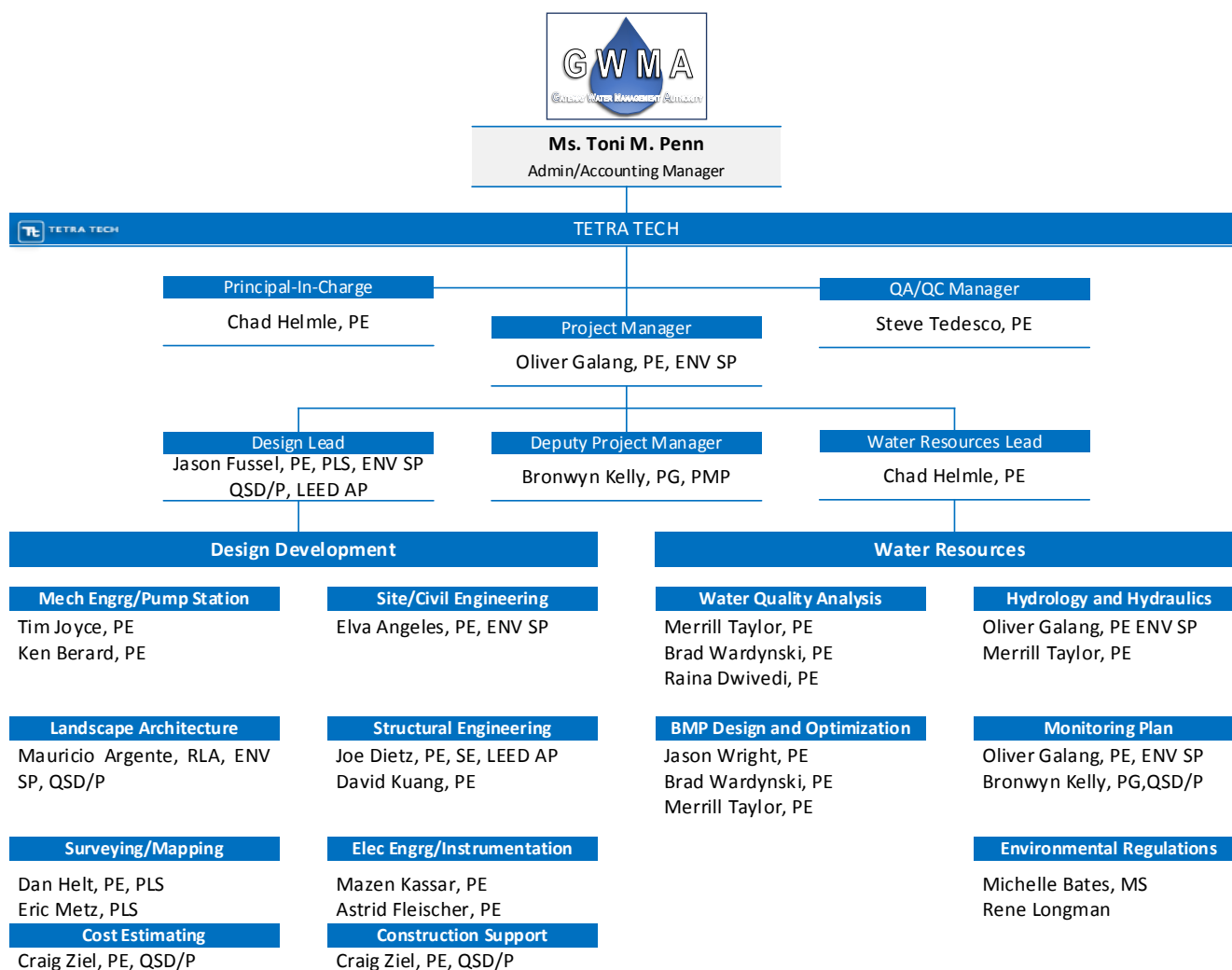


Figure 2-1. Proposed Organization Chart

## 2.2 PROJECT LEADERSHIP

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Tetra Tech is committed to delivering top quality professionals for the Gateway Water Management Authority (GWMA) and the participating agencies of the LA River Upper Reach 2 Watershed Management Program. We have dedicated our Management Team who will provide oversight and ensure delivery of services to the GWMA. The following section includes brief biographical sketches of our team members, followed by the team member resumes.

### **Principal-in-Charge and Water Resources Lead, Chad Helmle, PE**

– Mr. Helmle will be ultimately responsible for assuring the GWMA's satisfaction with the Tetra Tech team's work. He will be responsible for the direction of the design effort, staffing to meet the GWMA's needs, and dedicating the resources necessary to see that the design objectives, schedule, and budget goals are met. In addition, he will assist our Project Manager with client and agency coordination. Mr. Helmle leads Tetra Tech's Water Resources Group and has overseen several large green infrastructure planning and design efforts across the country and in Southern California, including several green infrastructure master planning efforts, neighborhood-scale green infrastructure retrofit designs, and watershed and BMP modeling analyses. He also led Tetra Tech's modeling efforts to develop the RAA for the Los Cerritos Channel WMP. Over the course of managing these projects, he has continually pushed the envelope to improve his team's methods by innovating new processes, templates, and tools for creating effective and robust design concepts and modeling approaches for green infrastructure retrofits. As a former Air Force civil engineering officer, Mr. Helmle has brought the lessons learned developing cost-effective green infrastructure retrofit concepts for municipalities to numerous military installations, where his efforts have resulted in cost savings into the tens of millions of dollars and have streamlined implementation. Mr. Helmle's role in this project is expected to pay dividends by ensuring that the design concepts strike the proper balance between form, function, and simplicity of operation.

**Project Manager, Oliver Galang, PE, ENV SP** – Mr. Galang's experience encompasses more than 22 years of planning, design, construction and program management of multi-million dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout Los Angeles County. Mr. Galang's career includes service as the Head of the Los Angeles River Watershed Section of the Los Angeles County Department of Public Works' Watershed Management Division. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than \$60 million, along the Los Angeles River. He served as the Head of the Data Management Section of the Watershed

Management Division, and was responsible for an annual budget of more than \$10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities.

### **Deputy Project Manager, Bronwyn Kelly, PG, QSD/P**

– Ms. Kelly's experience encompasses over 15 years of managing water quality projects. Ms. Kelly has managed and led teams to provide public and private sector clients with quality products. These projects have ranged in size and complexity from a few hundred thousand dollars to multi-million dollars each year. Specifically, for more than a decade, Ms. Kelly has managed a teams to help a large facility comply with its NPDES permit, Clean Water Act, and other regulatory agency orders/permits. Most, recently Ms. Kelly, led the development of EWMP/WMP and CIMPs for the Upper San Gabriel River Watershed Management Group and East San Gabriel Valley Watershed Management Group and continues to support the implementation of the CIMPs. Ms. Kelly has also directed the implementation of non-structural and structural BMPs, including treatment systems ranging from passive settling and filtration systems using advanced filtration materials to active chemical/physical treatment of stormwater. Ms. Kelly guided the client through a complex maze of stakeholder issues, technical feasibility issues, and political and regulatory issues to develop a cost-effective BMP iterative approach that met regulatory criteria, and environmental stakeholder group expectations. Through-out her career, Ms. Kelly has managed complex projects within Southern California with high political and environmental stakes, and is an expert facilitator of communication among clients, subcontractors, and personnel; and regulatory compliance issues.

### **Project Design Lead, Jason Fussel, PE, PLS, QSD/P, LEED AP, ENV SP**

– Mr. Fussel has extensive and relevant experience in the stormwater and Best Management Practice (BMP) arena, which includes successful implementation of sustainable design practices for a vast array of improvement projects. Mr. Fussel is currently serving as the Project Engineer overseeing Detailed Design services for the City of Los Angeles Bureau of Engineering's Albion Riverside Park Project, which will transform a six-acre site, previously used for dairy warehousing and distribution, into a riverfront park and recreational facility. The project also includes the diversion of both dry-weather and wet-weather flows to underground infiltration galleries. Additionally, Mr. Fussel is serving as the Project Engineer responsible for overseeing the implementation

of BMP design plans for the stormwater drainage improvements at the Central Los Angeles Recycling and Transfer Station (CLARTS). His significant involvement in LID and Storm Water Pollution Prevention and reduction projects in Southern California, specifically as Engineer of Record for several important Proposition O projects for the City of Los Angeles, provides the foundation for his continued leadership in the industry. Mr. Fussel continues to advance his expertise through attending various LID conferences and presenting the fundamentals and approach to BMP design to colleagues and the public through engagement seminars and discussions. Mr. Fussel is a certified Envision™ Sustainability Professional and licensed land surveyor.

**QA/QC Manager, Steve Tedesco, PE, BCEE** – Mr. Tedesco has many years of experience as a Program Manager for municipal water, wastewater, and stormwater projects and programs in Southern California. He is an expert Program Manager whose recent and relevant experience, including his current role as QA/QC Manager for the City of Los Angeles Bureau of Engineering's Albion Riverside Park Project, coupled with his extensive background working in the design and management of multifaceted municipal project teams will provide the Tetra Tech team with the necessary direction to ensure that the project is designed and completed successfully. Mr. Tedesco will serve as the lead Quality Management expert, and is tasked with ensuring the complete satisfaction of the GWMA with the work efforts of the team and the intent of the proposed project.

**Landscape Architecture, Mauricio Argente, RLA, ENV SP, QSD/QSP** – Mr. Argente has more than 23 years of combined planning and engineering experience in both the public and private sectors. Mr. Argente has ample experience designing and supporting the construction of various LID projects. Namely, Mr. Argente has served as Project Director for major municipal projects for the City of Los Angeles, Bureau of Engineering, including: Albion Riverside Park Project; Los Angeles Zoo Parking Lot Project; Peck Park Canyon Enhancement Project; Elmer Avenue Phase II Project; and Elmer Paseo LID Project. Mr. Argente possesses unique qualifications to integrate engineering science with equal attention to environmental and aesthetic concerns. In essence, he is a landscape architect that has a solid understanding of hydrology, hydraulics, earthworks, infrastructure, and construction. He is a certified Envision™ Sustainability Professional.

**BMP Concepts and Design, Jason Wright, PE** – Mr. Wright is a Water Resources Engineer with ten years of experience in watershed restoration and BMP implementation and performance evaluation. During his time with Tetra Tech he has assisted in developing standards for BMP design and implementation. He has led efforts to identify, prioritize, and select potential BMP implementation sites and develop conceptual and full designs in an effort to meet regulatory

requirements, including his current work on the City's Albion Riverside Park Project. Prior to joining Tetra Tech, Mr. Wright was a faculty member at North Carolina State University for four years where he gained experience designing, implementing, and monitoring stormwater BMPs working under Dr. William Hunt, a nationally recognized expert in stormwater management. Mr. Wright has implemented multiple stormwater BMPs in impaired watersheds to improve water quality impacts, meet local regulatory requirements, and serve as public demonstration. He has experience in all aspects of the implementation process including site selection, design, and construction oversight. In addition to his design experience

**Site/Civil Engineering, Elva Angeles, PE, ENV SP** – Ms. Angeles has been a member of the Tetra Tech team for seven years and has extensive and relevant experience in designing and preparing improvement plans for private, municipal and federal projects. Ms. Angeles' relevant design experience includes her current work providing predesign services for the City's Albion Riverside Park Project. Ms. Angeles is experienced with performing various hydrology studies and reports. She has gained knowledge in Best Management Practices (BMP) and Low Impact Development (LID) implementation through her significant involvement in several other important Proposition "O" projects for the City of Los Angeles, including the Los Angeles Zoo Parking Lot Low Impact Development Project, the Peck Park Canyon Stormwater Quality Enhancement Project, Elmer Avenue Phase II, Elmer Paseo and Bannock Avenue Neighborhood LID Enhancements. Ms. Angeles is a certified Envision™ Sustainability Professional.

**Structural Engineering, Joe Dietz, PE, SE, LEED AP** – Mr. Dietz brings his well-rounded experience in civil and structural engineering projects to the design team. His experience includes involvement in a variety of public works, commercial, educational and federal projects. Civil engineering experience includes the design of bridges, bikeways, retaining wall systems, street and storm drain improvements, and grading activities varying from mass grading to final precise grading plans. Mr. Dietz provided both civil and structural engineering services for the BOE's Peck Park Canyon Stormwater Quality Enhancement Project, serving the team as QA/QC Manager and Structural Engineer for the rehabilitation of natural watersheds, reconstruction of trails, bridges and various other park features to improve water quality.

**Mechanical Engineering/Pump Station Specialist, Tim Joyce, PE** – Mr. Joyce has extensive experience in many facets of water/wastewater engineering. Mr. Joyce has more than 25 years of experience in planning, conceptual design, final design, and construction management of municipal, environmental, and civil engineering projects. Throughout his career, he has been directly involved in the design and construction of collection systems, stormwater treatment systems, and roadway/freeway

systems. He has designed stormwater conveyance and treatment facilities for flow rates ranging from 0.1 cfs up to 175 cfs. Mr. Joyce has specific regional BMP experience on several projects including the Temescal Canyon Park Stormwater BMP Project and the Westchester Stormwater BMP Project for the City of Los Angeles.

**Electrical Engineering, Mazen Kassar, PE** – Mr. Kassar has more than 24 years of experience in electrical engineering and industry standard that include electrical engineering staff management, project management, construction management and supervision, water and wastewater treatment, petro-chemical design, and environmental soil and groundwater treatment. His background includes designing medium and low voltage power distribution, designing instrumentation, control systems and SCADA systems for a wide-variety of projects, and the installation of electrical systems for remediation projects, including soil vapor extraction systems and groundwater pump-and-treat systems. Other experience includes, working with utility companies to provide new electrical service to new projects, working with local Building and Safety Departments to obtain Plan Check and construction permits, field trouble shooting of electrical and mechanical systems, system commissioning and startup, problem solving, and managing an operation and maintenance department. He has strong knowledge in MS Office and AutoCAD.

**Surveying/Mapping, Dan Helt, PE, PLS** – Mr. Helt is a Professional Land Surveyor experienced in both civil

engineering and land surveying aspects of construction and land development projects. He has designed and prepared both small and large federal, municipal, commercial, and residential grading and drainage plans, as well as utility plans and project associated public improvement plans. Mr. Helt's experience includes preparation of hydrologic and hydraulic calculations and reports, and the detailed design of stormwater treatment, detention and conveyance systems. He is currently serving as Survey Manager for the BOE's Albion Riverside Park Project. With his background in civil engineering, it allows Mr. Helt to thoroughly understand project needs with relationship to stormwater quality and management design and construction.

**Geotechnical/Soils Engineering, Peter Skopek, PhD, GE** – Dr. Skopek has executed a variety of geotechnical engineering projects for a broad range of private and public clients. These projects included transportation infrastructure, commercial, industrial, and residential developments, landfill design and redevelopment, design of tailings and earthen dams and reservoirs, deep and shallow foundation design, slope assessment and stabilization design, ground stabilization, design of retaining walls and excavations, liquefaction assessment and geotechnical seismic design, forensic geotechnical engineering, geotechnical review for private and public agencies, performance reviews, geotechnical site investigation, design and implementation of laboratory programs, field inspections, and provision of quality assurance and engineering services during construction.



Proposal for Feasibility Study for  
Los Angeles River Upper Reach 2 Watershed Management Program

**Table 2-1. Staff Matrix**

ROLE	PERSONNEL	HOME OFFICE LOCATION	AVAILABILITY	LICENSES / CERTIFICATIONS
Project Manager <sup>1</sup>	Oliver Galang	Pasadena, CA	50%	PE, ENV SP, QSD/P
Assistant Project Manager	Bronwyn Kelly	Pasadena, CA	75%	PG, QSD/P
Principal-in-Charge and Water Resources Lead	Chad Helmle	San Diego, CA	40%	PE
Quality Control Manager	Steve Tedesco	Irvine, CA	30%	PE, BCEE
Landscape Architecture	Mauricio Argente	San Luis Obispo, CA	20%	RLA, ENV SP, QSD/P
Design Lead, Project Engineer	Jason Fussel	San Luis Obispo, CA	50%	PE, PLS, QSD/P, LEED AP, ENV SP
Geotechnical/Soils Engineering	Peter Skopek	Diamond Bar, CA	80%	PhD, GE
Regulatory Support	Michelle Bates	Santa Barbara, CA	20%	
Technical Support - Civil	Elva Angeles	San Luis Obispo, CA	20%	PE, ENV SP, QSD/P
Technical Support - Survey	Dan Helt	San Luis Obispo, CA	20%	PE
Technical Support - Geotechnical	Fernando Cuenca	Diamond Bar, CA	20%	PhD, PE
Technical Support - Electrical Engineering/Instrumentation	Mazen Kassar	Irvine, CA	20%	PE
Technical Support - Hydrology and Hydraulics	Merrill Taylor	San Diego, CA	20%	PE
Technical Support - Structural	Joe Dietz	Irvine, CA	20%	PE, SE, LEED AP
Technical Support - Watershed Modeling	Brad Wardynski	San Diego, CA	45%	PE
BMP Design and Optimization	Jason Wright	Research Triangle, NC	45%	PE
Cost Estimation	Craig Ziel	San Luis Obispo, CA	20%	PE, QSD/P

Note:

1. Tetra Tech acknowledges that the project manager cannot be replaced without prior authorization from the Gateway Water Management Authority.

BCEE - Board Certified Environmental Engineer  
BCES - Board Certified Environmental Scientist  
D. WRE - Diplomate, Water Resources Engineer  
ENV SP - Environmental Specialist  
GE - Geotechnical Engineer  
LEED AP - Leadership in Energy and Environmental Design Accredited Professional

PE - Professional Engineer  
PG - Professional Geologist  
PhD - Doctor of Philosophy  
QSD/P - Qualified SWPPP Developer/Practitioner  
SE - Structural Engineer  
SWPPP - Stormwater Pollution Prevention Plan

## SECTION 3. QUALIFICATIONS AND EXPERIENCE

### 3.1 FIRM'S QUALIFICATIONS

Tetra Tech, Inc. (Tetra Tech; Tax Identification Number: 95-4148514) established in 1966, has the Corporate Headquarters in Pasadena, California and is a leading full service provider of consulting, engineering, Tetra Tech is a leading full service provider of consulting, engineering, program management, construction management, and technical services focusing on resource management, infrastructure, and the environment.

Based on the wide range of services provided by our 13,000 employees in 300 offices around the world, including 20 offices throughout California, We typically begin at the earliest stage of a project by applying science to problems and developing solutions tailored to our clients' needs and resources. Our



solutions may span the entire life-cycle of the project and include applied science, research and technology,

environmental compliance, engineering, design, construction management, construction, operations and maintenance, and information technology.

Our firm consistently ranks among the top engineering firms annually according to Engineering News-Record (ENR), a highly regarded industry news magazine. Tetra Tech has been ranked **No 1 in Water** for the 12th year in a row, and the **No 7 Design Firm** (among Top 500 Design Firms) per ENR in 2015. We have achieved our success by being selective with the projects we pursue and ensuring that our team capabilities meet or exceed the project's requirements.

Tetra Tech's annual revenues exceed \$2.3 billion (2015). As one of the largest engineering consulting firms in the United States, we have built a solid financial position in the industry. Additionally, Tetra Tech carries no debt. Thus, we are in an excellent financial position and can provide necessary resources to rapidly deploy and meet aggressive project schedules.

#### Recent Relevant Experience

Our proposed team has extensive experience working together and a comprehensive knowledge of modeling, designing and executing similar types of projects. As needed, our team will be augmented with highly qualified and specialized subconsultants that add strength in their unique area of expertise. Tetra Tech represents the foremost multidisciplinary group of technical and professional staff offering the following benefits to the Gateway Water Management Authority and the participating agencies under the Los Angeles River Upper Reach 2 Watershed Management Program.

## Project Experience Matrix

The following projects were selected from the matrix below to present additional details about our experience on projects that have met the dual goals of water quality improvements and stormwater capture and use. Many of the staff we have committed to working with the Feasibility Study of the Los Angeles River Upper Reach 2 Watershed Management Program have worked on the projects included below.

FIRM'S EXPERIENCE	Green Infrastructure /LID Components	Design for Trash, Debris, and Sediment	Stormwater /Urban Runoff Capture	Storm Drain or Channel Diversion Structure Design	Infiltration, Storage, or Filtration	Water Treatment and Use
Lakewood Stormwater and Runoff Capture Project	■	■	■	■	■	■
TMDL Implementation Plan for LCC Sub-basin 4	■	■	■	■	■	
Aliso-Limekiln Creek Restoration Project	■	■	■	■	■	■
Albion Riverside Park Project - City of Los Angeles	■	■	■	■	■	
Peck Park Canyon Enhancement Project – City of Los Angeles	■	■	■		■	
EPA GI Technical Assistance	■	■	■	■	■	■
Los Angeles Zoo Parking Lot - City of Los Angeles	■	■	■		■	

## Lakewood Stormwater and Runoff Capture Project, Phase 1 and Phase 2

Lakewood, CA

As a major step towards implementing the Los Cerritos Watershed Management Plan, Tetra Tech assisted the City of Lakewood with evaluating two potential site locations for the development of the Lakewood Stormwater and Runoff Capture Project: Mayfair Park site and the Bolivar Park site. The City received \$11 million in funding through Caltrans Stormwater Program's Compliance Units Cooperative Implementation Agreement to develop and implement a stormwater and runoff capture project. As a result, the City is in an excellent position to rapidly execute one of the first regional stormwater capture Best Management Practices (BMPs) to result from the WMP process in the Los Angeles region. Under Phase 1, Tetra Tech developed Project Engineering Study Reports for Mayfair Park and Bolivar Park, conducted water quality modeling and BMP optimization to design the most cost effective configuration for each BMP, analyzed the BMP and estimated the pollutant load reductions, water supply potential, and groundwater recharge benefits. Conducted model analysis and simulations to increase the pollutant load removal through the development of active control strategies. Tetra Tech also incorporated the development of active control strategies in order to reduce the need for additional future capital improvement projects in the upstream watershed to meet the remaining pollutant load reduction needs.



### Project Highlights

- Stormwater/Urban Runoff Capture
- Storm drain/channel diversion
- Pre-Treatment Systems
- Post-Treatment to Tier IV and Title 22 standards for Irrigation
- Active Controls Design

### Project Value

\$432,000 (Preliminary Design, 2 Sites)  
\$700,000 (Detailed Design)  
\$9 Million (Construction Cost)

### Project Duration

August 2015 - Ongoing

### Project Staff

Mauricio Argente, RLA, QSD/P, ENV SP, *Responsible Principal*

Oliver Galang, PE, ENV SP, QSD, *Project Manager*

Chad Helmle, PE, *Water Quality Technical Lead*

Jason Fussel, PE, PLS, QSD/P, ENV SP, LEED AP, *Project Engineer*

### Reference

City of Lakewood  
Lisa Rapp, PE, Director  
[lrapp@lakewoodcity.org](mailto:lrapp@lakewoodcity.org)  
(562) 866-9771

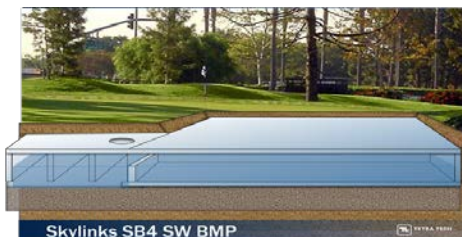
## TMDL Compliance Plan for Los Cerritos Channel Sub-basin 4

Signal Hill, CA

The Los Cerritos Channel Watershed is an urbanized watershed comprising approximately 17,700 acres. A Total Maximum Daily Load (TMDL) for metals was developed for the Los Cerritos Channel watershed, the watershed was divided into ten sub-watersheds ranging in size from approximately 305 acres to 3,720 acres. This project addresses the TMDL

Compliance Plan for Sub-Basin 4 of the Los Cerritos Channel, which is an area consisting of 2,200 acres located within the northern section of City of Signal Hill (City), the City of Long Beach near the airport, and Caltrans I-405 freeway right-of-way.

The City of Signal Hill received funding through Caltrans Stormwater Program's Compliance Units Cooperative Implementation Agreement for this project. Tetra Tech is developing a comprehensive TMDL Compliance Plan for Los Cerritos Channel Sub-Basin 4 Drainage Area that will consider the TMDL waste load allocations and the NPDES Permit Water Quality Based Effluent Limitations. In addition, Tetra Tech is developing a Basis of Design Report to assist with the design-build solicitation package for regional project within the sub-basin 4 drainage area adjacent to the Skylinks Golf Course in Long Beach. The Basis of Design Report will incorporate BMP optimization tools for diversion rates, BMP dimensions, and estimated pollutant load reductions. In addition, Tetra Tech will conduct model simulations to estimate the performance improvement of the BMP as a result of incorporating active controls as part of the BMP design. This has the potential ultimately reduce the need for additional future capital improvement projects in the upstream watershed in order to meet the remaining pollutant load reduction needs for the City.



### Project Highlights

- Green Infrastructure
- Stormwater/Urban Runoff Capture
- Storm drain/channel diversion
- Pre-Treatment Systems
- Active Controls Design

### Project Value

\$436,940 (Preliminary Design)  
\$9 Million (Construction Cost)

### Project Duration

August 2015 - Ongoing

### Project Staff

Timothy Joyce, PE, *Project Manager*

Chad Helmle, PE, *Water Quality Technical Lead*

Oliver Galang, PE, ENV SP, QSD, *Water Resources Manager*

Jason Fussel, PE, PLS, QSD/P, ENV SP, LEED AP, *Project Engineer*

### Reference

City of Signal Hill  
Department of Public Works  
Steve Myrter, PE, Director  
(562) 989-7351

## Aliso-Limekiln Creek Restoration Project

Los Angeles, CA

The City of Los Angeles selected Tetra Tech to provide pre-design, design, and construction support services for the Aliso Creek – Limekiln Creek Restoration Project. The benefits of this project, and of all of the Proposition O projects, include water quality and other multiple benefits to the neighborhood by enhancing a specifically built flood control facility into a multifunction green infrastructure facility.



The project is located at the confluence of the concrete-lined Aliso and Limekiln Creek flood channels, with a total project area of approximately 11.8 acres. As the City is faced with continued regulatory pressures to improve water quality, Tetra Tech is designing the Aliso-Limekiln Creek Project by implementing innovative BMP optimization tools to seamlessly integrate a cutting-edge and innovative water quality management system. Tetra Tech's unique design approach includes routing wet- and dry-weather flows into green infrastructure features as a proven technique for reducing pollutant loads. This project will also develop the project site and implement Low Impact Development (LID), Green Infrastructure, and Best Management Practice (BMP) measures to improve the water quality of stormwater prior to discharging into the Aliso Creek and to the Los Angeles River. In addition to collecting, treating and infiltrating on-site runoff, the project will divert stormwater and dry weather flows from an existing storm drain. The BMPs installed will include bioretention facilities.

### Project Highlights

- Green Infrastructure
- Stormwater Management
- Low Impact Development
- Envision™ Certification
- Public Outreach
- Construction Support Services

### Project Value

\$798,000 (Design)  
\$6,500,000 (Construction)

### Project Duration

August 2015 - Ongoing

### Project Staff

Mauricio Argente, RLA, QSD/P, ENV SP, *Program Manager*

Timothy Joyce, PE, *Project Manager*

Jason Fussel, PE, PLS, QSD/P, ENV SP, LEED AP, *Project Engineer*

Chad Helmle, PE, *Water Quality Technical Lead*

Oliver Galang, PE, QSD, ENV SP, *Water Resources*

### Reference

City of Los Angeles, Bureau of Engineering

Andy Flores  
(213) 485-4496

[Andy.flores@lacity.org](mailto:Andy.flores@lacity.org)

## Albion Riverside Park

Los Angeles, CA

The City of Los Angeles selected Tetra Tech to provide pre-design, design, and construction support services for the Albion Riverside Park Project, located adjacent to the Los Angeles River. The project involves transforming a six acre site, previously used for dairy warehousing and distribution, into a riverfront park and recreational facility that will benefit nearby disadvantaged low income neighborhoods.



This important water quality project is part of the City's overall efforts through the Proposition O Bond Program to improve water quality and reduce pollutant loads that are currently being conveyed to the rivers, lakes, and oceans within the greater Los Angeles area.

The overall objective of this project is to develop the project site and implement Low Impact Development (LID), Green Infrastructure, and Best Management Practice (BMP) measures to improve the water quality of stormwater prior to discharging into the Los Angeles River and ultimately into the Pacific Ocean. In addition to collecting, treating and infiltrating on-site runoff, the project will divert stormwater and dry weather flows from an existing storm drain. The diverted flows will be treated and infiltrated or used within the park. The BMPs installed will include bioretention facilities, bioswales, and pervious pavement subsurface infiltration areas. The remainder of the park will be developed for recreational uses, educational purposes, and improved access along the river. Recreational amenities at the site will include multi-purpose athletic fields, walking paths, adult fitness zones, children's play area, picnic area, a new parking lot with permeable paving, site landscaping, and a plaza.

### Project Highlights

- Green Infrastructure
- Stormwater Management
- Low Impact Development
- Envision™ Certification
- Public Outreach
- Construction Support Services

### Project Value

\$935,269 (Design)  
\$17,000,000 (Construction)

### Project Duration

August 2014 - Ongoing

### Project Staff

Mauricio Argente, RLA, QSD/P, ENV SP, *Program Manager*

Jason Fussel, PE, PLS, QSD/P, ENV SP, LEED AP, *Project Engineer*

Timothy Joyce, PE, *Senior Engineer/Reviewer*

### Reference

City of Los Angeles, Bureau of Engineering

Iftekhhar Ahmed  
[Iftekhhar.ahmed@lacity.org](mailto:Iftekhhar.ahmed@lacity.org)  
(213) 485-5875



## Peck Park Canyon Stormwater Quality Enhancement San Pedro, CA

The 31-acre Peck Park Canyon is an undeveloped segment of the greater 76-acre Peck Park, a Los Angeles city park. Surface water runoff from the Canyon flows into the Los Angeles Harbor. The goal of the Peck Park Canyon Enhancement Project was to improve the quality of stormwater entering and leaving the Canyon. The project provided water quality benefits by reducing the bacteria in the Canyon's stream and in the Los Angeles Harbor.



Tetra Tech performed a thorough site investigation, topographic, soils and geotechnical investigation, and infrastructure analysis. A hydrology model of the watershed was prepared. Best Management Practice selection was evaluated so that the selected BMPs could be optimized prior to implementation. Tetra Tech also performed an analysis of the information gathered with the development of aesthetic and circulation alternatives for the parking lot. Public outreach and permitting support, landscape architecture and interpretive design, cost analysis and value engineering were also provided.

The project incorporated the latest design strategies in water quality improvement, BMPs, Landscape Architecture, Low Impact Development (LID), Leadership in Energy and Environmental Design, engineering and public outreach. This was achieved through the implementation of bioswales and infiltration strips at the top of the Canyon, using stepped and armored channels, dissipaters and stilling basins to reduce runoff velocities and erosion throughout the remainder of the Park. Also included were reconstructed trails, passive recreational amenities and interpretive signs. Additional Low Impact Development techniques such as pervious pavement, connector pipe screens (CPS), and automatic retractable screens (ARS) were installed as BMP measures. LID involves the use of natural processes to minimize the amount of pollutants in the stormwater before it is discharged into the Los Angeles Harbor and San Pedro Bay. Previously, all stormwater flowed directly to two channels within Peck Park. These flows conveyed large amounts of trash, debris, pollutants and sediment directly to the channel. The LID/BMP measures greatly reduced the amount of foreign objects that were discharged to the harbor.

## U.S. EPA Green Infrastructure Technical Assistance Project Santa Monica, CA

In 2011 USEPA began a Green Infrastructure (GI) Strategic Agenda intended to advance the acceptance of GI by highlighting effective programs and overcome the barriers to GI by offering targeted technical assistance.

Tetra Tech provided technical assistance to the City of Santa Monica, CA, in implementing green infrastructure to improve resiliency to drought and address increasingly stringent water quality requirements and TMDL allocations. Tetra Tech developed multiple conceptual design options for a water harvesting system that diverts flows from the drainage network under Ozone Park and captures, treats, and utilizes both dry- and wet-weather flows from the park's pipe network for potable water offset. Conceptual design details were provided for the diversion of dry and wet weather flow from the drainage network. Multiple water harvesting systems were sized, a 10,000 gallon system to capture all of the dry weather flows, a 180,000 gallon system to provide 100 percent of the irrigation demand in the park, and an intermediate 100,000 gallon system. Recommendations for treatment of the harvested water were also provided.



### Project Highlights

- BMP
- LID
- Stormwater Pollution Prevention

### Project Value

\$3.8 M (construction)

### Project Duration

2008 – 2011

### Project Staff

Mauricio Argente, R.L.A., *Project Manager*

Jason Fussell, P.E., LEED AP, *Project Engineer*

Steve Tedesco, P.E., *QA/QC*

Elva Angeles, PE, ENV SP, *Designer*

Joe Dietz, PE, SE, LEED AP, *Structural Engineer*

### Reference

City of Los Angeles

Bureau of Engineering

John Saldin

(213) 481-1411

[John.saldin@lacity.org](mailto:John.saldin@lacity.org)

### Project Highlights

- Green Infrastructure
- Stormwater/Urban Runoff Capture
- Storm drain/channel diversion
- Infiltration, Storage, or Filtration
- Water Treatment and Use

### Project Value

\$39,849

### Project Duration

2014-2015

### Project Staff

Jason Wright, PE, *Project Manager*

Merrill Taylor, PE, *Project Engineer*

### Reference

City of Santa Monica

Civil Engineering Division

Selim Eren

(310)-458-2200

## Los Angeles Zoo Parking Lot Low Impact Development Los Angeles, CA

The Los Angeles Zoo Parking Lot Low Impact Development Project was designed and constructed to reduce trash, heavy metals, total coliform, fecal coliform, fecal enterococcus, and total suspended solids to help the City of Los Angeles meet the Total Maximum Daily Load (TMDL) requirements set forth by the Los Angeles Regional Water Quality Control Board (LARWQCB). The 134-acre Los Angeles Zoo is located in the northeast corner of Griffith Park adjacent



to Highway 134 and Interstate 5. The Zoo's main parking lot was a 33-acre impervious asphalt concrete area that was in need of repair. The project improvements included the redesign and repair of the parking area, replacing it with pervious pavement. Given that the parking lot is adjacent to Griffith Park and sets the arrival sequence to the Zoo, the parking lot provided a perfect setting to implement a Low Impact Development (LID) demonstration project.

The design storm for removal of pollutants was a three-quarter inch storm event. The regulated TMDLs for the Los Angeles River watershed are trash, nitrogen, metals, and bacteria. Treated runoff from the project improvements lessened the pollutant loading from this site. Metals (copper and zinc) have been shown to be derived from air deposition of brake linings and tire wear particles. The project was designed to remove 100% of the trash from the design storm before discharging into the storm drain system downstream. The source of nitrogen in the Los Angeles River is predominately from Publically Owned Treatment Plants (POTP). This project removed as much nitrogen from the design storm within the constraints of the funding for this project. Through the implementation of Low Impact Development (LID), the project was designed and constructed to minimize runoff discharged to the Los Angeles River, ultimately improving its water quality.

The Tetra Tech team performed a thorough site investigation, topographic, soils and geotechnical investigation, and infrastructure analysis. A hydrology model of the watershed was prepared to understand the runoff characteristics and pollutant loading to determine the volume of water that needed to be treated through infiltration or other water quality improvement methods. Best Management Practice (BMP) selection was evaluated so the selected BMPs could be optimized prior to implementation. An analysis was performed of the information gathered coupled with the development of aesthetic and circulation alternatives for the parking lot. The project incorporated the latest design strategies for LID and a cross review of the United States Green Build Council's Leadership in Energy and Environmental Design (LEED) for Neighborhood Development checklist in an effort to verify that available stormwater BMPs were considered. Additional services provided by Tetra Tech include public outreach permitting support, landscape architecture, interpretive design, cost analysis and value engineering.

### Project Highlights

- Water Quality Study
- BMP Effectiveness Analysis and Design
- BMP Cost Benefit Analysis
- Landscape Architecture
- Low Impact Development
- Public Outreach
- Permitting Support

### Project Value

\$4,480,000

### Project Duration

2008-2011

### Project Staff

Mauricio Argente, RLA, QSD/P, ENV SP,  
*Program Manager*

Jason Fussel, PE, PLS, QSD/P, ENV SP,  
LEED AP, *Project Engineer*

Elva Angeles, PE, ENV SP, *Designer*

### Reference

City of Los Angeles  
Bureau of Engineering  
Iftekhar Ahmed  
(213) 485-5875  
[lftekhar.ahmed@lacity.org](mailto:lftekhar.ahmed@lacity.org)

## SECTION 4. PROJECT MANAGEMENT

### Summary Overview

Cities continue to be challenged with the water quality objectives and to comply with those as specified under the MS4 NPDES Permit. The GWMA deserves a team that is accessible and responsive to address your water quality challenges. We are committed to providing exceptional service by completing Task Orders on-time and on-budget, providing high quality work products, and communicating effectively with all project stakeholders.

Our Communication Plan identifies the communication protocols and access to the Tetra Tech by providing **clear lines of communication, 24/7 contact** so that you are connected to Tetra Tech resources and have access to project files, full coverage for the range of services needed, and technical know-how for the water quality challenges that the GWMA faces.

### Clear Lines of Communication

As a single point of contact, Oliver Galang is your project manager who will lead the Tetra Tech delivery team, coordinate activities, and commit resources for successful project delivery. His focus will be to provide the right resources when and where it's needed.

Effective communication also requires collaboration between the Tetra Tech and GWMA. Oliver will work closely with the Task Order Manager at the initiation of the program to develop an internal Project Management Plan (PMP) that incorporates well-defined communication protocols. The PMP will be updated to include specific requirements, including project stakeholders, critical success factors, chain of command, and detail the communication elements.

**Progress Updates** – Transparent, accessible reporting of progress means the GWMA has recent updates and is always aware of the project's status, having access to documents and deliverables, budget status, and schedule updates. We will provide access to these documents and deliverables to the GWMA with a secured web-based portal via a SharePoint site as described further below.

In addition, Oliver will maintain consistent communications with the GWMA through the following activities:

- Monthly progress reports that meet GWMA's standards and are included as part of the invoice
- Web-based conference meetings

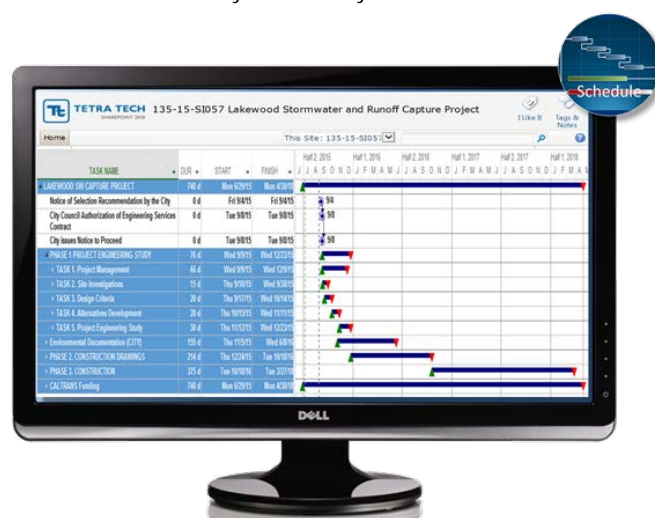
- Scheduled and standing progress meetings with the GWMA and the participating agencies

**Coordination** – Oliver will provide effective communications through regular coordination meetings (including the kick-off meeting), routine calls, conference calls, and web-based meetings.

**Web-based Project Portal** – Tetra Tech will create a project web-portal to facilitate and memorialize communications, monitoring data results and documents. The web portal will store documents such as meeting summaries, meeting attendance lists, summary action items, meeting minutes, and e-mail that outline specific project direction or conversation records, reports, data results, photos, as well as draft and final submittals. The electronic portal will be a dynamic repository of project documents that can be accessed by pre-authorized Tetra Tech members and GWMA team members. Authorized participants will be set at the inception of the project.

We have also implemented this web-based SharePoint™ site for our clients, such as the City of Lakewood. This tool gave the City and its partner agencies (including the LACFCD) 24/7 access to our reports, data analyses, and field information for the Lakewood Stormwater Capture Projects.

We will keep GWMA managers connected to our products, deliverables, reports, and progress with a custom SharePoint site for this project. Our work products are available on a secured web-site and only a click away.



*The SharePoint site provides access to team and data 24/7*



**Technical Leadership** – Tetra Tech begins with the technical leadership of our project manager, Oliver Galang PE ENV SP, who has more than 22 years of experience. Oliver has managed the development of design documents, including some of the major regional BMPs that have been constructed in the Los Angeles area, including the Echo Park Lake Rehabilitation Project and the Penmar Water Quality Improvement Project. In addition, he has also managed stormwater monitoring programs and implementations programs related to BMP feasibility studies to construction and implementation throughout Southern California and strategic planning for water quality and policy issues.

**Local Technical Expertise** – Oliver's team consists of local experts who bring experience with the NPDES permit, monitoring, design, permitting and construction of BMPs to comply with permit conditions, as well as supporting the strategic planning for water quality and policy issues. This team has worked together and were responsible for the recent EWMP/WMP Project under the 2012 NPDES including the Lakewood Stormwater Capture Projects, the TMDL Implementation Plan for Signal Hill, and the Aliso-Limekiln Creek Projects.

When it comes to stormwater programs and BMP implementation, Tetra Tech delivers:

- **Full-service coverage.** As shown in the Organization Chart, Tetra Tech includes staff with expertise to support the understanding and development of projects in meeting water quality objectives for permit compliance.
- **The right people.** Trained and experienced resources with project know-how are available and committed to supporting this project.
- **Coordination.** Experienced supporting multi-agency groups and diverse stakeholder needs. We will leverage our Project Manager's experience to drive the project for successful implementation.
- **Innovation.** Tetra Tech is committed to providing the GWMA with the most economical program, using tailored solutions that leverage our past experience. We are well-versed in the implementation of BMPs and the understanding of the constraints with implementation in order to identify project improvements that result in enhanced water quality and cost effectiveness.

## Project Management

Tetra Tech understands appropriate planning, status, and monitoring, are key to successful project execution and completion. Tetra Tech's project controls methodology and practice focus on Shared Vision, Do it Right principles, and providing client value through service and quality. In addition to this fundamental focus, Tetra Tech continues to refine processes based on project team recommendations as a result of program reviews. Project Management will consist of coordination with the GWMA and project stakeholders, scheduling, budgeting, progress reporting, and invoicing. We will work closely with the GWMA to ensure that project milestones are met and information is readily available.


Tetra Tech is committed to ensuring that the GWMA is fully informed of all day-to-day design activities and progress. This will be achieved through regular project correspondence that will allow for managers to measure the actual vs. plan work progress.

As projects progress, managing risk and schedule creep become critical. Managing schedule creep starts with the development of a realistic schedule. Once the baseline schedule is accepted, it becomes the driving document for measuring progress on project activities. The schedule will be used in all planning and progress reviews. Oliver will use a SharePoint site to share information, such as deliverables, research materials, site photos and schedule. It is a tool to maintain communication regarding key issues and action items. The schedule will serve as a planning tool and will be updated to account for progress throughout the project to ensure the project maintains the schedule to completion.

As part of invoice submittals, a monthly progress report will be provided that provides activities completed during that period, any deliverables submitted, planned of the activities for the next period and anticipated deliverables, budget status and progress for cost control purposes.

The following is an example of a monthly report that has been provided for one of our clients that includes a cost share among multiple jurisdictions. While Tetra Tech has the capacity for numerous detailed procedures, systems and methodologies to increasing the probability for success, we are also aware there is no one size fits all approach to project execution. Through communication and planning efforts, Oliver will work with the GWMA to provide an approach that best fits the needs of the GWMA.

Figure 4-1. Example 2 Page Monthly Progress Report



**Monthly Progress Report for**  
**WQIP Update and Data Management for the Los Peñasquitos Watershed**  
 November 21, 2015 through December 31, 2015  
 Contract H148063, Task Order No. 26  
 Purchase Order Number: 4500066487

**ACTIVITIES THIS PERIOD**

- Continued developing process for strategy implementation tracking considering JRMP tracking and Permit requirements using City of San Diego strategy table as an example
- Begin identifying RA goals and examples of how to track goals
- Worked on County of San Diego as-needed cost development (County, Task 1)

**DELIVERABLES**

- Draft tracking examples for nonstructural strategies

**ACTIVITIES PLANNED FOR NEXT PERIOD**

- Continue discussion of annual reporting framework
- Continue development of strategy implementation tracking
- Continue development of goals tracking
- Complete County of San Diego as-needed cost development (County, Task 1)

**ANTICIPATED DELIVERABLES**

- Draft tracking examples for goals
- County of San Diego as-needed cost development (County, Task 1)

**BUDGET STATUS**

☒ Budget utilization is as anticipated; see costs to date in table below.

☐ The budget utilization [is over] [is under] cost projections and schedule

☐ Total task order budget utilization is as anticipated to be over 80% expended within the next 2 billing cycles.

☐ Total task order budget utilization is as anticipated to be over 80% expended within the next billing cycle.

☐ Total task order budget utilization has exceeded 80%

**Task Order 26**  
**WQIP Update and Data Management for the Los Peñasquitos Watershed**  
 November 21, 2015 through December 31, 2015

Project Costs		Cost-shared Budget (TO SA FY15)	Cost-shared ITD Expenditures	Cost-shared Balance	RA-funded Budget	RA-funded ITD Expenditures	Balance	% Expended
1	Project Management and Reporting	\$ 6,600	\$ 3,542	\$ 4,652	\$ -	\$ -	\$ -	46%
2	Data Compilation and WMA-specific Framework for Annual Assessments	\$ 66,400	\$ 14,034	\$ 52,346	\$ -	\$ -	\$ -	21%
3	As-needed WMA-wide Consultant Support	\$ 27,700	\$ -	\$ 27,700	\$ -	\$ -	\$ -	0%
4	As-needed RA Support	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	0%
4.1	City of Del Mar	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ 1,500	0%
4.2	City of Poway	\$ -	\$ -	\$ -	\$ 7,200	\$ 1,325	\$ 6,175	18%
4.3	County of San Diego	\$ -	\$ -	\$ -	\$ 4,500	\$ 4,500	\$ -	100%
<b>Project Totals</b>		<b>\$ 102,700</b>	<b>\$ 17,599</b>	<b>\$ 84,701</b>	<b>\$ 13,500</b>	<b>\$ 5,825</b>	<b>\$ 7,675</b>	<b>21%</b>

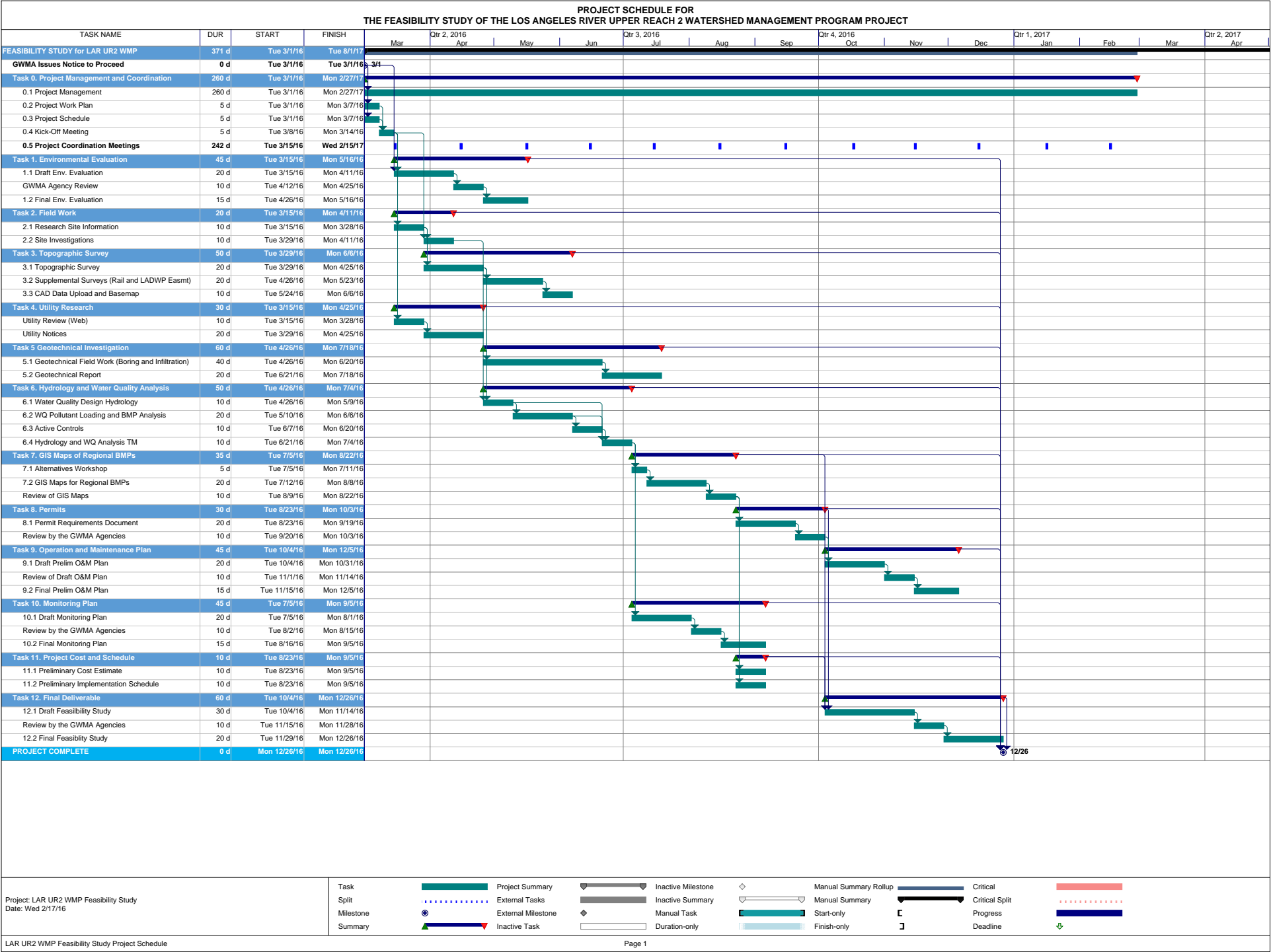
  

Deliverable Schedule			
Task #	Deliverable Title	Due Date	Status
1	Project Management and Reporting	Monthly	On Sched.
2	Data Compilation and WMA-specific Framework for Annual Assessments	6/25/2016	On Sched.
3	As-needed WMA-wide Consultant Support	TBD	
4	As-needed RA Support	TBD	
4.1	City of Del Mar		
4.2	City of Poway		
4.3	County of San Diego	1/15/2016	On Sched.

San Diego County Amortization Costs Memo to be delivered (01-19-16).

## **SECTION 5. BUDGET AND SCHEDULE**

The following page presents Tetra Tech's proposed schedule estimate to conduct the feasibility study for the Los Angeles River Upper Reach 2 Watershed Management Authority. A detailed fee proposal is being submitted separately, as a hard copy in a sealed envelope marked with the name of our firm, Tetra Tech, to the Gateway Water Management Authority office, as required by the Request for Proposal.







February 18, 2016

Ms. Toni M. Penn, Admin/Accounting Manager  
Gateway Water Management Authority  
16401 Paramount Blvd.  
Paramount, CA 90723

**Reference: FEE PROPOSAL FOR THE FEASIBILITY STUDY OF THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED MANAGEMENT PROGRAM**

Dear Ms. Penn:

Tetra Tech appreciates the opportunity to submit the enclosed Fee Proposal for the Feasibility Study of the Los Angeles River, Upper Reach 2 Watershed Management Program for the Gateway Water Management Authority.

As Principal-in-Charge, I certify that I have the authority to negotiate contracts on behalf of Tetra Tech and I am authorized to contractually obligate our organization. I attest that this proposal shall remain valid for a period of not less than ninety (90) days from the date of this submittal.

Should you have any questions, you may contact our Project Manager, Oliver Galang at 626.470.2423 or [oliver.galang@tetrattech.com](mailto:oliver.galang@tetrattech.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad S. Helmle'.

Chad S. Helmle, PE  
Vice President

## 1.0 FEE PROPOSAL

Tetra Tech proposes to perform the Feasibility Study for Los Angeles River Upper Reach 2 Watershed Management Program on a time and materials basis.

### DETAILED FEE SCHEDULE

The following Scope Assumptions and Fee Schedule were developed in order to implement Tetra Tech's Formal Proposal for the Feasibility Study for Los Angeles River Upper Reach 2 Watershed Management Program. The budget was developed based on assumptions stated in Section 3 Detailed Scope of Work and Section 4 Schedule.

### ASSUMPTIONS FOR THE COST ESTIMATE

- Any required access permits will be issued at no cost to Tetra Tech.
- The LACFCD will not require a project concept review or design review fee as part of this effort. Any fees required by the LACFCD as a condition of their review will be the responsibility of the GWMA.
- It is assumed that GWMA will provide all encroachment clearances if required from utility companies and any transportation/railroad agencies. Tetra Tech can provide these services if requested at an additional cost.
- Tetra Tech will not be responsible for utilities encountered during drilling that have not been marked out by Underground Service Alert (USA), shown on provided plans, or physically indicated in the field by the Client.
- No provisions for involvement for outside agencies, e.g., railroad flagmen, County inspector, are included in this proposal.
- We assume that more detailed information regarding the location of the proposed BMPs will be provided to Tetra Tech before the investigation is conducted. Particularly, the location of the proposed alignment of the Randolph Street Green Rail Trail BMP and the LADPW Transmission BMP are critical to determine safe working practices and safe distances from nearby railroads and electrical transmission lines respectively.
- It is assumed that the work will be performed during normal working hours, i.e., 7am to 5pm.
- The project is governed by California's Prevailing Wage laws.
- The sites are accessible with a truck-mounted drill rig.
- This proposal only includes costs for the Preliminary Phase. Costs for the Design Phase depend on the results of the Preliminary Phase and input from the GWMA.
- The drilling field scope of the project including percolation testing is performed during regular working days and all field work will be performed consecutively with one single mobilization. If separate mobilizations are required an additional fee will be charged.
- The precise location of the soil borings to obtain soil properties for engineering and design purposes can be changed as a more precise layout of the infiltration facilities is determined.
- Soil borings to characterize the soils beneath the invert of the infiltration basin will be drilled in the preliminary phase to a depth of 25 feet below. Without having information regarding the design of the BMPs, it has been assumed that the depth of the invert is about 10 feet.
- The borings will be backfilled with drill cuttings and the surface, if needed, will be repaired with quick set concrete or asphalt cold patch. The boring locations will be left at "broom cleaned" condition. Tetra Tech will not be responsible for any damage to the grass or vegetative cover at the locations of drilling.
- Our exploration will not include sampling, testing, or assessment of toxic or hazardous substances, or evaluation of other environmental issues. If during the performance of the subsurface exploration, foreign or odorous materials are encountered, drilling will be terminated at that location and the client will be notified of the condition.
- This cost estimate has been prepared assuming favorable conditions for the geotechnical investigation and the infiltration testing. This cost estimate may need to be adjusted in the following scenarios:
  - The final layout of the BMP facilities may need more exploration borings.
  - Adverse weather conditions are encountered during the infiltration testing or the geotechnical exploration.
  - Estimates assume that all the excavated soils can be stockpiled disposed at the sites.
  - Estimates assume that no contaminated soils are present.
- All 6 geotechnical reports detailing the results of the field investigation will be prepared simultaneously for submittal to GWMA.

[illegible]



16401 Paramount Boulevard  
Paramount, CA 90723  
562.663.6850 phone  
562-634-8216 fax



[www.gatewaywater.org](http://www.gatewaywater.org)

*Los Angeles Gateway Region  
Integrated Regional Water Management Joint  
Powers Authority*

April 14, 2016

**SECTION NO. 11A2 – Proposal to Provide Watershed Management Program (WMP)  
On-Call Professional Services to the Lower LA River Upper Reach 2 “LAR UR2”**

**BACKGROUND AND SUMMARY:**

The LAR UR2 watershed group has requested that GWMA approve the proposal herein attached. This proposal would provide a variety of tasks for the watershed group under the current On-Call Consultant Professional Services Agreement “PSA” with CWE on file.

The proposal outlines 6 tasks that could only be initiated upon direction of GWMA after receiving authorization from the Chair of the LAR UR2. The Executive Officer would confirm availability of funds previously collected, and then issue a Notice to Proceed for the specific task, budget and schedule to CWE. Each task (single service) has a maximum amount of \$25,000, to a yearly maximum of \$100,000. The funds for this work are collected as part of the annual budget for the LAR UR2.

**FISCAL IMPACT**

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment. Funds for the work will be paid from previously collected LAR UR2 funds.

**RECOMMENDATION**

1. Approve the proposal with CWE as presented.

**Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Steve Myrter (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Avalon • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Cudahy • Downey • Hawaiian Gardens • Huntington Park • La Mirada • Maywood • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Montebello • Norwalk • Paramount • Pico Rivera • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

*With Technical Support From The Sanitation Districts Of Los Angeles County*

**CWE**

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SUITE 240  
FULLERTON, CA 92831-5202  
(714) 526-7500 PHONE  
(714) 526-7004 FAX  
www.cwecorp.com

April 6, 2016

EMAIL

Ms. Gina Nila  
Deputy Director of Public Works, City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

**Proposal to Provide Watershed Management Program (WMP) On-Call Professional Services to the Los Angeles River Upper Reach 2 Watershed Management Area**

Dear Ms. Nila,

CWE is offering this proposal to provide Watershed Management Program (WMP) related services to the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) under our existing On-Call Professional Services Agreement (PSA) with the Gateway Water Management Authority (GWMA). This signed PSA is authorized for single service amounts of up to \$25,000.00, to a yearly maximum of \$100,000.00, through at least May 18, 2020 and can be extended by an additional year. The professional staff at CWE is ready to assist with elements, as prioritized by the LAR UR2 WMA Permittees, identified from among the following scope of work tasks, or other unanticipated services. Our intent, in providing this proposal, is to continue in assisting the LAR UR2 WMA Permittees by providing short duration, cost-effective, high priority services, without redirecting funds meant for other long duration activities, which might lead to future budgeting and invoicing misunderstandings. Representative recently provided services include defining Caltrans CIMP and WMP participation levels, meeting with and responding to Board staff WMP inquiries, commenting on various regulatory matters, and preparing Proposition 1 grant applications. With CIMP approval and implementation, it will become increasingly difficult to provide these Permittee priority service needs, which might be better anticipated through the existing PSA.

### **Potential Scope of Services Workplan**

The LAR UR2 WMA confidently selected CWE to prepare their WMP and CIMP and then implement the CIMP, but many additional MS4 Permit and WMP related activities must occur over its more than twenty year implementation schedule. Using the GWMA PSA as a vehicle to facilitate expedited action, and upon direction from LAR UR2 WMA Permittee Chair to proceed, CWE will initiate the following tasks:

- 1) As grant or other financial support applications, or follow up short listing submittals, are identified by the LAR UR2 WMA, CWE will collect the required data and prepare the application for review by the LAR UR2 WMA, then either submit the documents on the groups behalf or provide the files for submission by an identified Permittee delegate.
- 2) As directed by the LAR UR2 WMA, CWE will analyze regulatory documents and draft proposals, then prepare or revise comment submissions for consideration and use by the group or group members. If so directed, CWE will submit such comments on behalf of one or more LAR UR2 WMA members.

- 3) The July 1, 2015 MS4 Permit anticipates the preparation of WMP related Adaptive Management Process (AMP) documents, whose content, submission and review are currently subject to speculation. At the LAR UR2 WMA direction, CWE will prepare and revise such documents based on the Best Professional Judgment of the Permittees, Consultant, and Regional Board Guidance as may exist at that time.
- 4) Non-Stormwater Discharge (NSWD) Source Assessments and Elimination efforts vary substantially based on the tributary area, drainage conveyance system, land use, other Permittees types, flow volume and contaminants observed. CWE would provide additional services as warranted by the complexity of the investigation proposed.
- 5) By June 2017, MS4 Permittees will be expected to provide the Board with a Report or Waste Discharge (ROWD). Currently it is unclear whether this will occur on an WMA or regional basis. At the LAR UR2 WMA direction, CWE will either prepare a document for the group, participate in development of a regional ROWD, or assist as directed in negotiating its implementation strategy.
- 6) Assist LAR UR2 WMA in better utilizing previously purchased software, such as MS4 Front, to better implement required MS4 Permit and WMP required documentation and Annual Reporting tasks. Either at the Permittee or WMA level of analysis and consideration

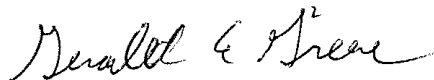
## Services Fee

CWE proposes to provide these services on a Time and Materials not to exceed basis, using our attached 2016 rate schedule, with adjustments for task undertaken in future years, when new rate schedules are implemented. Since the Scope of Work priorities and level of effort will be set by the LAR UR2 WMA, estimated task costs will be supplied by CWE, for approval by the LAR UR2 WMA. Task costs over \$10,000 will be identified in writing, before starting. The total work considered under this proposal will not exceed \$25,000. CWE appreciates the opportunity to submit this proposal and looks forward to providing Civil, Environmental, and Waterengineering consulting services to the LAR UR2 WMA Group.

If any questions arise, please contact me at (714) 526-7500 x207 or [ggreene@cwecorp.com](mailto:ggreene@cwecorp.com).

Respectfully submitted,

**CWE**



Gerald Greene, DEnv, PE, QEP, QSD/P  
Project Manager/Director, Stormwater

Enc.



# 2016 Rate Sheet

## **Engineer/Scientist**

Principal  
Senior Project Manager  
Project Manager  
Technical Manager  
Task Leader  
Principal Engineer  
Senior Engineer  
Project Engineer  
Staff Engineer  
Assistant Engineer  
Senior Environmental Scientist  
Environmental Scientist

## **Rate/Hour**

\$250  
\$218  
\$194  
\$191  
\$169  
\$164  
\$156  
\$137  
\$114  
\$92  
\$116  
\$85

## **Construction Services**

Construction Manager  
Senior Construction Inspector  
Construction Inspector

\$160  
\$122  
\$107

## **Field Survey**

Licensed Surveyor  
3-Person Survey Crew  
2-Person Survey Crew

\$145  
\$204  
\$165

## **Support Services**

GIS Specialist  
Senior Engineering Technician  
Engineering Technician  
CADD Designer  
Project Coordinator  
Administrative Assistant

\$112  
\$90  
\$79  
\$92  
\$82  
\$75

## **General**

Direct Expenses  
Subcontract Services  
Specialized Computer Applications (per hour)  
Mileage  
Field Vehicle – Hourly  
Field Vehicle – Daily  
Field Vehicle – Monthly  
B&W Photocopies (per page)  
Color Photocopies (per page)

Cost + 10%  
Cost + 10%  
\$15  
Current IRS Rate  
\$12/hour  
\$80/day  
\$1,500/month  
\$0.10  
\$0.50

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

Based on CWE maintaining General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence. In the event the client desires additional coverage, CWE will, upon the client's written request, obtain additional insurance and adjust the above billing rates accordingly.