

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



www.gatewaywater.org

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

AGENDA

**Regular Meeting of the Board of Directors
Thursday, April 12, 2018 at 12:00 p.m.**

Clearwater Building, 2nd Floor, 16401 Paramount Blvd., 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. PRESENTATION: Safe, Clean Water Program – (Edel Vizcarra) (Enclosure)**
- 6. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of March 8, 2018 (Enclosure)
 - b. Approve the Warrant Register for April 2018 (Enclosure)
 - c. Receive and File the Update on Expenditures for Legal Counsel Services (Enclosure)
 - d. Ratify Transfer in the amount of \$1,000,000 from GWMA's Wells Fargo Checking Account to GWMA's LAIF Account (Enclosure)
- 7. STUDY SESSION: GWMA's FY 2018/19 Administrative Budget Preparation**
- 8. Discussion/Action Regarding Second Amendment to the Professional Services Agreement Between the GWMA and CWE Corporation for the Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group (Enclosure)**
 - a. Approve the Second Amendment to the Professional Services Agreement between the GWMA and CWE Corporation in an amount not to exceed \$756,965.10 for services through FY 2018/19
 - b. Authorize Chair to sign the Second Amendment to the Professional Services Agreement between the GWMA and CWE Corporation

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



9. Amendment to Subrecipient Agreement Between GWMA and The City of Lakewood for the Prop 84 2015 Implementation Grant – Paramount Blvd. Turf Replacement Project – Project #5 (Enclosure)

- a. Approve the Amendment to the Subrecipient Agreement Between GWMA and the City of Lakewood for the Prop 84 2015 Implementation Grant – Paramount Blvd. Turf Replacement Project – Project #5, as presented
- b. Authorize the Chair to Sign the Amendment to the Subrecipient Agreement between GWMA and the City of Lakewood

10. Agreement between GWMA and KOA Consulting (Enclosure)

- a. Approve the addition of Koa Consulting to the On-Call Consulting List per the attached Statement of Qualifications;
- b. Approve entering into an On-Call Consulting Agreement with Koa Consulting in accordance with the On-Call Consulting Policy and Goods and Services Policy;
- c. Authorize the Chair to sign the 5-year On-Call Agreement between GWMA and Koa Consulting; and
- d. Authorize the Executive Officer to issue a Notice to Proceed for a one-year, time and material scope of services in the amount not to exceed \$75,000, as presented in the Koa Consulting's Proposal February 28, 2018

11. Gateway Region Watershed Management Groups Oral Report

- a. Lower Los Angeles River Upper Reach 2 Watershed Group
- b. Lower Los Angeles River Watershed Group
- c. Los Cerritos Channel Watershed Group
- d. Lower San Gabriel River Watershed Group

12. Executive Officer's Oral Report

13. Directors' Oral Comments/Reports

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

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



www.gatewaywater.org

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

14. Closed Session

a. **Public Employee Performance Evaluation**

Government Code Section 54957

Title: Executive Officer

15. Adjournment

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunncliffe (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 • Pico Water District •
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



Water is Scarce in LA County

We live in a water-scarce area. Los Angeles County residents rely heavily on imported water from the Sierra Mountains, the Central Valley and other states. Extreme weather conditions and the five-year drought have severely impacted communities across the County.

Over 100 Billion Gallons of Water Lost

Rain that falls on LA County flows through our region's rivers, creeks and streams. It replenishes groundwater, an important source of local drinking water.

However, because so much of our region is paved over, too much precious rainfall is lost to the ocean before we can capture it for use. When we experience heavy rains, our existing system captures only a fraction of rainfall: LA County lost over 107 billion gallons of water during last year's storms – enough to meet the needs of more than 2.5 million people for an entire year.

Pollutants and Toxins Threaten Public Health, Our Water Resources and the Environment

Stormwater picks up chemicals and toxins as it flows through streets and other developed areas to our rivers and streams and into the ocean, threatening public health and marine life. That's why beach closures follow nearly every heavy rain.

Thousands of marine animals have washed up sick or dead along Southern California's shoreline over the last ten years. Each year, stormwater carries more than three million tons of trash from our streets — enough to fill Dodger Stadium — onto our local beaches.

LA County has relied on the US EPA, and State and Federal Clean Water Acts, to ensure strong water quality standards. However, they provide only minimal funding, and it is critically important that we take local action to improve water resources for LA County residents.

Our Solution: Safe, Clean Water Program

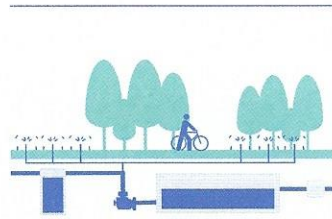
The good news is there are smart, modern solutions to help address these problems.

We can use science, technology and nature-based solutions to protect public health and our environment and to maximize a clean, locally-controlled water supply:

- Capture more rainfall to store, clean and re-use
- Protect local lakes, rivers, streams, beaches and the ocean from contamination
- Improve communities' protection against extreme weather patterns while adding natural areas, shade and green space to enjoy

The County and Los Angeles County Flood Control District are reaching out to stakeholders throughout our local communities to get input about how to create a Safe, Clean Water Program to achieve these goals and ensure safe, clean water resources for Los Angeles County residents.

Public input is important to us. For more information, please contact: info@SafeCleanWaterLA.org, and for more information, visit: www.SafeCleanWaterLA.org.



AGENDA ITEM NO. 6A

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
AT PARAMOUNT, CALIFORNIA
THURSDAY, MARCH 8, 2018**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, March 8, 2018 at 12:00 p.m. at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA 90723.

Chair Chris Cash called the meeting to order at 12:09 p.m. Roll was called by Ms. Weiss and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor	Artesia
Jordan Monroe	Avalon
Bill Pagett	Bell
Chau Vu	Bell Gardens
Len Gorecki	Bellflower
Sandi Linares-Plimpton (alternate)	Central Basin MWD
Gina Nila	Commerce
Mohammad Mostahkami	Downey
Ernie Hernandez	Hawaiian Gardens
Christina Dixon (alternate)	Huntington Park
Lisa Rapp	Lakewood
Melissa You	Long Beach
Christopher Garner	Long Beach Water Dept.
Adriana Figueroa	Norwalk
Christopher Cash	Paramount
Robert Delgadillo (alternate)	Pico Rivera
Frank Beach	Santa Fe Springs
Kelli Tunnickliff	Signal Hill
Gladis Deras (alternate)	South Gate
Claudia Arellano (alternate)	Vernon
Dave Schickling	Whittier
Esther Rojas (alternate)	Water Replenishment District

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Toni Penn	Admin/Accounting Manager
Bibi Weiss	Administrative Asst/Grants Coordinator
Nick Ghirelli	Legal Counsel
Bill Minasian	Downey Resident
Emilio Murga	City of Hawaiian Gardens

Phuong Nguyen
Kekoa Anderson
Cecilia Amaya
Alexa Washburn

City of Whittier
Gateway Cities COG
City of Montebello
National Core/Gateway COG

Director Cash indicated that due to a number of Board members needing to attend another meeting, Agenda Item No. 14 – Closed Session will be moved to Agenda Item No. 3.

Director Hernandez entered at 12:15 p.m.
Director Monroe entered at 12:26 p.m.

ITEM 3 – CLOSED SESSION – PUBLIC EMPLOYEE PERFORMANCE EVALUATION

No reportable action.

ITEM 4- ADDITIONS TO THE AGENDA

None.

ITEM 5 – ORAL COMMUNICATIONS TO THE BOARD

None.

Director Pagett entered at 12:40 p.m.
Director Figueroa entered at 12:50 p.m.
Director You left at 12:50 p.m.

**ITEM 6 – PRESENTATION: GATEWAY CITIES COUNCIL OF GOVERNMENTS
CLIMATE ACTION PLANNING FRAMEWORK**

Ms. Kast introduced Alexa Washburn from National Core and also serves as a consultant for the Gateway Cities Council of Government (COG).

Ms. Washburn spoke to the Board and provided a power point presentation regarding the Gateway Cities Climate Action Plan (CAP) Framework. She reported that the Gateway Cities Council of Governments (COG) received grant funds to prepare a regional Climate Action Planning Framework that could be used by local jurisdictions to develop a voluntary CAP for reducing greenhouse gas emissions in their communities. Ms. Washburn stated that the intention of the CAP Framework was to help individual communities in advancing their goals for

economic development, public health, air quality, climate resiliency, equity, and job creation while planning for the impacts of climate change.

Ms. Washburn reported that they were on an 18-month schedule. She stated that the CAP Framework had already held two workshops and indicated that 18 jurisdictions attended the last workshop in February. She reported that the third workshop, would be held on May 15th, 2018, at the Gateway Cities Council of Governments Office in Paramount.

ITEM 7 – CONSENT CALENDAR

Director Vu motioned to approve the consent calendar as presented. The motion was seconded by Director Figueroa and was approved by the following voice vote:

AYES: DOR, MONROE, PAGETT, VU, GORECKI, LINARES-PLIMPTON, NILA, MOSTAHKAMI, HERNANDEZ, DIXON, RAPP, GARNER, FIGUEROA, CASH, DELGADILLO, BEACH, TUNNICLIFF, ARELLANO, SCHICKLING, ROJAS

NOES: NONE

ABSTAIN: DERAS

ITEM 8 – GWMA GENERAL COUNSEL TRANSITION AND AMENDMENT TO LEGAL SERVICES AGREEMENT

Ms. Kast reported that on February 28, 2018, Mr. Dorsey informed the GWMA Chair of his intention to retire as GWMA's general counsel and have Mr. Nicholas Ghirelli take over his duties. She indicated that Mr. Ghirelli was a senior attorney and has a breadth of knowledge in relation to public agency laws, including but not limited to the Brown Act, the Public Records Act, the Conflict of Interest law with an added specialty practice involving NPDES permitting and stormwater program compliance and implementation. She stated that, although Mr. Dorsey would be retiring as GWMA's general counsel, he and Ms. Candice Lee would still be available to assist Mr. Ghirelli and GWMA as needed during this transition. She indicated that an amendment to the existing legal services agreement was required to specifically change the designated general counsel.

Director Rojas moved to approve Mr. Dorsey's letter regarding GWMA General Counsel Transition and Amendment to Legal Services Agreement, appointing Mr. Nicholas Ghirelli as General Counsel to the GWMA as presented and authorized the Chair to sign the letter amending the Legal Services Agreement. The motion was seconded by Director Figueroa and was approved by the following voice vote:

AYES: DOR, MONROE, PAGETT, VU, GORECKI, LINARES-PLIMPTON, NILA, MOSTAHKAMI, HERNANDEZ, DIXON, RAPP, GARNER, FIGUEROA, CASH, DELGADILLO, BEACH, TUNNICLIFF, ARELLANO, DERAS, SCHICKLING, ROJAS

NOES: NONE

ABSTAIN: NONE

ITEM 9 – GWMA’S ROLE AS A FIDUCIARY FOR THE WATERSHED MANAGEMENT GROUPS

Ms. Kast reported that, at GWMA’s Board meeting in February, staff was requested to bring back a brief written memo of the issues related to GWMA’s fiduciary responsibility for the various watershed groups. She reported that GWMA has assumed certain financial responsibilities for each watershed group, according to the terms of an MOU between the member agencies and GWMA.

After discussion, the Board instructed staff to receive and file the analysis.

ITEM 10 – GWMA’S AUGMENTATION OF SERVICES IN SUPPORT OF GWMA AND GATEWAY CITIES COUNCIL OF GOVERNMENT “GATEWAY COG” WATER-RELATED COORDINATION ACTIVITIES

Ms. Kast reported that GWMA was now working closely with the Gateway Cities Council of Government (COG) to coordinate and participate in mutually-beneficial activities.

Ms. Kast introduced Mr. Kekoa Anderson from Koa Consulting. Mr. Anderson discussed his proposal with the Board and explained his tasks if his proposal were approved. He clarified that this proposal was for augmentation of services in support of GWMA and the Gateway COG. Mr. Anderson stated that he would enhance existing water-related coordination efforts between GWMA and the COG by facilitation program coordination; managing funding strategies and coordinating grants; provide program management function; facilitate coordination meetings with various stakeholder agencies; and prepare the Program Visioning & Integration Report and Stakeholder & Public Engagement updates for the GWMA and the COG.

Ms. Kast then reported that if approved, the one-year scope of work would be added to the existing agreement between Koa Consulting and the Gateway COG. GWMA and the Gateway COG would then enter into a separate agreement for payment of services under this scope of work. Ms. Kast reported that funds would be available in the General Reserve to cover these costs.

Director Figueroa moved to approve a FY2017/18 budget line item transfer from the General Reserve to Special Projects in the amount not to exceed \$75,000, approve Koa Consulting's proposal, as presented, in an amount not to exceed \$75,000 for one year, and authorized Legal Counsel to develop an Agreement between GWMA and the Gateway Cities COG to reimburse the Gateway Cities COG for GWMA's portion of Koa Consulting's agreement and bring it back to the GWMA Board for approval in April. The motion was seconded by Director Garner and approved by the following voice vote:

AYES: DOR, MONROE, PAGETT, VU, GORECKI, LINARES-PLIMPTON, NILA, MOSTAHKAMI, HERNANDEZ, DIXON, RAPP, GARNER, FIGUEROA, CASH, DELGADILLO, BEACH, TUNNICLIFF, ARELLANO, ROJAS, DERAS

NOES: SCHICKLING

ABSTAIN: NONE

ITEM 11 – GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL REPORT

Lower Los Angeles River Upper Reach 2 Watershed Group

Director Nila reported that the Watershed Group was in the process of executing the Sub-Recipient Agreements for the Prop 1 grant.

Lower Los Angeles River Watershed Group

None.

Los Cerritos Channel Watershed Group

Director Rapp indicated that all projects were progressing.

Lower San Gabriel River Watershed Group

Director Figueroa reported that the watershed group was currently working on preparing its budget for FY2018/19. She stated that they would be meeting the following week.

ITEM 12 – EXECUTIVE OFFICER'S ORAL REPORT

Ms. Kast reported to the Board that a Request For Proposal (RFP) for the IRWM Plan update had been sent out to three GWMA On Call Consultants: Tetra Tech, Geosyntec and GEI Consultants. She stated that the due date for the RFP was the following Friday, March 16, 2018.

Ms. Kast reminded the Board that the due date for the Annual Filing of Conflict of Interest Form 700's is April 2, 2018. She asked that if any Board member had not received their log in information from the County Board of Supervisor's to let GWMA staff know.

Ms. Kast announced that the next GWMA Board Meeting in April, would be held at the Gateway Cities Council of Government Office's Clearwater Building, in the upstairs conference room.

ITEM 13 – DIRECTORS' ORAL COMMENTS/REPORT

Director Rapp informed the Board that the City of Lakewood would be hosting a Safe Clean Water Program on April 5, 2018 at the Lakewood Center. She stated that they would be sending out a "save the date" and invited all Board members to attend.

Director Rapp also asked if anyone was interested in seeing the Boulevard Park project, the City of Lakewood would be doing a tour on March 16, 2018 at 9:00 AM.

Director Linares-Plimpton reported that she was involved in a sub-group with the Department of Water Resources and asked if the Board would be interested in having her do a presentation or workshop in the future.

Director Schickling left the meeting at 1:29 PM

Director Mostahkami commended Ms. Kast on her presentation to the Gateway Cities of Government Board at their monthly meeting the previous evening.

The meeting was adjourned at 1:32 PM.

Christopher S. Cash, Chair

Date

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



www.gatewaywater.org

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

April 12, 2018

SECTION NO. 6(b) Approve the Warrant Register for April 2018

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 April 2018 in the amount of \$1,344,571.00 are submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Registers totals \$1,344,571.00. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Approve the Warrant Register for April 2018 as presented.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

AGENDA ITEM NO. 6b
WARRANT REGISTER
Disbursement Journal
April-18

Invoice Date	Vendor	Invoice Number	Description	Amount
3/15/2018	Anchor QEA	56161	Harbor Toxics TMDL Monitoring for FY 16/17	\$ 24,665.75
3/15/2018	Anchor QEA	56162	Harbor Toxics TMDL Monitoring for FY17/18	\$ 27,068.03
2/28/2018	City of Bell Gardens	1	Prop 84 Stormwater Grant Reimbursement	\$ 44,820.00
3/22/2018	City of Downey	1	Prop 84 Stormwater Grant Reimbursement	\$ 307,348.36
3/20/2018	City of Downey	1	USBR WaterSMART Grant Reimbursement	\$ 80,303.32
3/5/2018	City of Lynwood	1	Prop 84 Stormwater Grant Reimbursement	\$ 146,420.00
2/28/2018	City of Norwalk	7846000001	Prop 84 Stormwater Grant Reimbursement	\$ 73,620.00
3/1/2018	City of Paramount	3799	Rent - March 2018	\$ 339.22
3/1/2018	City of Paramount	3813	Reimbursement for February Meeting Expenses	\$ 19.50
4/1/2018	City of Paramount	3819	Rent - April 2018	\$ 339.22
2/28/2018	City of Paramount	GWMA-2/18	Prop 84 Stormwater Grant Reimbursement	\$ 73,620.00
3/27/2018	City of Pico Rivera	32718	Prop 84 Stormwater Grant Reimbursement	\$ 73,620.00
3/9/2018	City of Santa Fe Springs	8998	Prop 84 Stormwater Grant Reimbursement	\$ 73,620.00
2/28/2018	City of Signal Hill	SH-Prop84-001	Prop 84 Stormwater Grant Reimbursement	\$ 53,920.00
2/28/2018	City of South Gate	1186	Prop 84 Stormwater Grant Reimbursement	\$ 53,920.00
2/27/2018	City of Vernon	GEN-37031	Prop 84 Stormwater Grant Reimbursement	\$ 73,620.00
3/30/2018	City of Whittier	58286	Prop 84 Stormwater Grant Reimbursement	\$ 60,148.36
4/2/2018	CliftonLarsonAllen LLP	1772020	Accounting/Auditing Services for March	\$ 1,500.00
3/31/2018	Fedak & Brown	33118	For auditing services for the month of March	\$ 150.00
3/30/2018	Gateway Cities COG	5/25/1990	Reimbursement for Office Supplies	\$ 165.95
4/1/2018	GK Consulting	18-3-DACIP-GWMA	GLAC DAC Chair Activities for March 2018	\$ 2,957.50
04/01/18	GK Consulting	18-3-GWMA	Professional and Accounting Services	\$ 29,801.25
03/19/18	Joe A Gonsalves & Son	156434	Legislative Advocacy Services for April	\$ 2,083.00
03/12/18	John Hunter & Associates	GAHT0118	Upstream Harbor Toxic for January	\$ 1,961.25
03/12/18	John Hunter & Associates	GAHT0218	Upstream Harbor Toxic for February	\$ 9,717.50
03/16/18	John Hunter & Associates	GANPLA0118	LLAR WMP Implementation for January	\$ 16,147.50
03/16/18	John Hunter & Associates	GANPLA0218	LLAR WMP Implementation for February	\$ 52,875.00
03/12/18	John Hunter & Associates	GANPSG0118	LSGR WMP Implementation for January	\$ 14,732.04
03/12/18	John Hunter & Associates	GANPSG0218	LSGR WMP Implementation for February	\$ 15,971.25
03/14/18	Richard Watson & Associates	18-192-003-002	LCC Watershed Monitoring Program for January	\$ 17,420.11
03/14/18	Richard Watson & Associates	18-192-003-003	LCC Watershed Monitoring Program for February	\$ 9,530.14
03/15/18	Richards Watson Gershon	216162	Legal Services - General	\$ 1,604.90
03/15/18	Richards Watson Gershon	216163	Legal Services - Project Specific	\$ 157.50
03/05/18	Rodger's Catering	29120	Meeting Expense	\$ 384.35
				\$ 1,344,571.00

Reviewed and Approved by:


Kelli Tunnick, GWMA Secretary/Treasurer

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



www.gatewaywater.org

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

April 12, 2018

SECTION 6c: Status of Total Legal Expenditures for General Legal Counsel Services for FY 2017/18

SUMMARY:

At the Board meeting in January 2018, the Board increased the budget for legal counsel services from \$50,000 to \$88,000 for FY 2017/18 to address unique and unexpected legal issues. At that time, the Board also directed staff to provide monthly updates on total expenditures for legal counsel services for FY 2017/18.

Legal Counsel Services Update:

\$88,000.00	FY2017/18 Budget amount for Legal Counsel services
<u>\$74,195.16</u>	Expenditures for Legal Counsel services through February 2018
\$13,804.84	Remaining budget amount available through June 30, 2018

FISCAL IMPACT:

The total expenditures for Legal Counsel services through February 2018 total \$74,195.16. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Receive and file the update on expenditures for Legal Counsel services.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

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



www.gatewaywater.org

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

April 12, 2018

SECTION 6d: Ratify Transfer of Funds from GWMA's Wells Fargo Checking Account to GWMA's LAIF Account

SUMMARY:

In September 2015, the Board approved the GWMA's Accounting Policies and Procedures Manual. Included in this Manual was GWMA's Investment Policy. At the Board meeting in January 2017, the Board directed staff to establish a Local Agency Investment Fund (LAIF in the State Treasury under Government Code Section 16429.1 and approved the following procedures:

- a. Authorize the Chair, Vice-Chair and/or Secretary/Treasurer to initiate LAIF transfers in-out and to/from GWMA's Wells Fargo Checking account and that two of the three must sign formal written approval;
- b. The written approval authorizes staff to complete LAIF transfer in/out and to/from GWMA's Wells Fargo Checking account;
- c. GWMA Board to ratify transaction under the Consent Calendar;
- d. Authorize the Secretary/Treasurer to verify that all deposits and withdrawals have been properly approved and that all deposits and withdrawals to the GWMA's bank account that paid/received the funds to/from LAIF.

On March 19, 2018, GWMA's Chair and Secretary/Treasurer initiated a transfer in the amount of \$1,000,000 from GWMA's Wells Fargo Checking account to GWMA's LAIF account for investment/interest earning opportunities. Staff is now recommending that the Board ratify this transaction.

FISCAL IMPACT:

None.

RECOMMENDATION:

Ratify transfer in the amount of \$1,000,000 from GWMA's Wells Fargo Checking account to GWMA's LAIF account.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

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



www.gatewaywater.org

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

April 12, 2018

SECTION 8: Discussion/Action Regarding Second Amendment to the Professional Services Agreement Between the GWMA and CWE Corporation for the Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group

DISCUSSION:

The LAR UR2 Watershed Group is satisfied with the CIMP Implementation progress performed by CWE Corporation. The LAR UR2 Watershed group has requested that GWMA issue a Second Amendment (attached) to this PSA to allow CWE to continue to work through FY 2018/19. This Agreement would be retroactively effective as of February 18, 2018 and expire on December 31, 2019 with an additional cost not to exceed \$756,965.10.

BACKGROUND:

In February 2015, GWMA entered into a Professional Services Agreement (PSA) with CWE Corporation to implement a Coordinated Integrated Monitoring Program for the LAR UR2 in an amount not to exceed \$537,205 (\$240,000 for FY 2014/15 and \$297,205 for FY 2015/16). This PSA was for the period of February 19, 2015 through February 19, 2016 and could be extended annually for up to two (2) additional years.

In February 2016, GWMA approved a First Amendment to the PSA to extend the PSA to February 19, 2018 allowing water quality monitoring work originally planned to begin during FY2014/15 to start in FY 2016/17.

FISCAL IMPACT:

Administrative and legal costs will be reimbursed through the 3% administrative fee agreed to in the MOU Amendment.

RECOMMENDATION:

- a. Approve the Second Amendment to the Professional Services Agreement between the GWMA and CWE Corporation in an amount not to exceed \$756,965.10 for services through FY 2018/19.
- b. Authorize Chair to sign the Second Amendment to the Professional Services Agreement between the GWMA and CWE Corporation.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE GATEWAY WATER MANAGEMENT AUTHORITY AND CWE CORPORATION FOR THE LOS ANGELES RIVER UPPER REACH 2 WATERSHED GROUP

THIS SECOND AMENDMENT to that certain Professional Services Agreement for Implementation of the Los Angeles River Upper Reach 2 Coordinated Integrated Monitoring Program (PSA) by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, also referred to as the Gateway Water Management Authority (GWMA), and CWE Corporation, a CALIFORNIA CORPORATION ("Consultant"), is made and entered into as of April 12, 2018, and is retroactively effective as of February 18, 2018. In Consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. Recitals. This Second Amendment is made with respect to the following facts and purposes:
 - a. On February 19, 2015, the GWMA and Consultant entered into the PSA for implementation of the Los Angeles River Upper Reach 2 Watershed Management Area (LAR UR2 WMA) Coordinated Integrated Monitoring Program (CIMP) in the amount of Two Hundred Forty Thousand Dollars (\$240,000.00) for work to be completed during Fiscal Year 2014/15 and Two Hundred Ninety-Seven Thousand Two Hundred Five Dollars (\$297,205.00) for work to be completed during Fiscal Year 2015/16. Exhibit A to the PSA further identified annual fiscal year tasks and budget amounts to complete those annual tasks through December 15, 2020.
 - b. Pending Los Angeles Regional Water Quality Control Board (LARWQCB) Executive Officer approval of the LAR UR2 WMA CIMP Plan, the GWMA approved a First Amendment to the PSA on February 11, 2016. This First Amendment revised Section 3 of the PSA entitled "TIME FOR PERFORMANCE" to read as follows: *"The term of this Agreement shall commence on the effective date of this Agreement and shall expire on February 19, 2018, unless terminated earlier in accordance with the terms of this Agreement or extended by the GWMA Governing Board."*
 - c. On February 19, 2016, the LARWQCB Executive Officer approved of the LAR UR2 WMA CIMP Plan, allowing water quality monitoring work originally planned to begin during Fiscal Year 2014/15 to start in Fiscal Year 2016-17.
 - d. The LAR UR2 WMA Permittees are satisfied with CIMP Implementation progress, have directed the Consultant to continue work, have provided the GWMA with \$1,158,031.00 to support completed and agreed upon Consultant Services, and anticipate funding GWMA with an additional

\$756,965.10 for Consultant Services identified in Exhibit A to the PSA performed through December 31, 2019. The sum of these two amounts totals \$1,914,996.10.

- e. The Parties now desire to extend the term of the PSA as set forth in this Amendment.

2. Section 3 of the Agreement entitled "TIME FOR PERFORMANCE" 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 December 31, 2019 unless terminated earlier in accordance with the terms of this Agreement or extended by the GWMA Governing Board."

3. The first paragraph of Section 6 of the PSA entitled "COMPENSATION AND METHOD OF PAYMENT" is hereby amended to read as follows:

"GWMA shall pay Consultant, for the Services performed:

A not to exceed amount of \$1,914,996.10 for all Services performed under this Agreement and identified in Exhibit A, unless authorized by the GWMA and approved as an amendment to this Agreement."

4. Exhibit A to the PSA is hereby amended to include Attachment "A" to this Second Amendment, which is attached hereto and incorporated herein as though set forth in full.
5. Except for the changes specifically set forth herein, all other terms and conditions of the PSA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to the PSA to be executed on the day and year first above written.

GWMA

Consultant

Gateway Water Management Authority

CWE Corporation

By: _____
Christopher Cash, GWMA Chair

By: _____
Jason Pereira, Principal

By: _____
Vik Bapna, Principal

(Note that two signatures are required for corporations pursuant to California Corporations Code Section 313.)

Attachment “A”

**CWE**

1561 E. ORANGETHORPE AVENUE
SUITE 240
FULLERTON, CA 92831-5202
(714) 526-7500 PHONE
(714) 526-7004 FAX
www.cwecorp.com

April 3, 2018

Ms. Grace Kast, Executive Officer
Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723

Subject: January 1, 2018 to June 30, 2019 LAR UR2 WMA CIMP Implementation, including MS4 Permit Individual and Watershed Annual Reporting through December 31, 2019

Dear Ms. Kast,

CWE is pleased to submit this proposal to extend our 2015 Professional Services Agreement (PSA) with the Gateway Water Management Authority (GWMA) to provide LAR UR2 WMA CIMP Implementation services from January 1, 2018 through June 30, 2019; with the results of those efforts reported to the Los Angeles Region Water Quality Control Board (LARWQCB) by December 31, 2019. The 2015 PSA was initially intended to be annually renewed for five years; however LARWQCB Executive Officer (EO) approval of the LAR UR2 WMA Coordinated Integrated Monitoring Program (CIMP) was formally received in March 2016 and CIMP implementation initiated a year later than contractually anticipated.

LAR UR2 WMA CIMP Implementation Scope of Work

In order to avoid disruptions in ongoing CIMP implementation tasks, CWE offers this proposal to provide various water quality monitoring services to be undertaken from January 1, 2018, through June 30, 2019 and reporting services through December 31, 2019, which includes a several week overlap with the 2015 PSA. Since CWE invoiced the GWMA for services provided through December 31, 2017, a 2018 PSA stating date of January 1, 2018, provides a bright demarcation line for the initiation of new work, while June 30, 2019 is anticipated to be the last effective day for activities required by the 2012 Municipally Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit.

1. Project Management and Coordination

CWE will lead project management and administrative tasks in coordinating sub-consultant and analytical laboratory guidance, staff chartering, interagency coordination, scheduling, budget tracking, and invoicing, to ensure that project deliverables are submitted in a timely matter and within outlined due dates and budgets. The CWE Project Manager will communicate with the LAR UR2 WMA Project Chair, to define meeting objectives; select and schedule appropriate venues; prepare concise agendas; identify, invite, and engage participants/Permittees; and summarize meeting minutes with action items. Meeting agendas will be submitted electronically five (5) business days prior to the anticipated meeting date and electronic summaries provided within five (5) days following the meeting. CWE will participate in coordination meetings with other Permittees, Permittee Groups, Regional Board Staff, and consultants as necessary to result in the effective implementation of monitoring and reporting activities that achieves Permit CIMP objectives. Using timely, concise communication; focused, results-oriented meetings; and efficient staff management, CWE will assist LAR UR2 WMA decision making and CIMP implementation.

1.1 Prepare Six (6) Quarterly Budget and Schedule Updates

Beginning on August 2018, CWE will prepare six quarterly schedule and budget updates. One critical storm, one critical dry-weather, two qualifying storm, one qualifying dry-weather monitoring event, two data submissions, along with draft and final annual report submission dates will be tentatively scheduled for each MS4 Permit annual reporting period of July 1 to June 30. The budget summary will identify amounts expended, remaining task budgets, estimated percent work completed, work not yet completed, justification for incomplete tasks, and whether any task dependent budgetary diversions appear necessary. These will be distributed for consideration by Permittees during scheduled meetings, are subject to revision based on Permittee recommendations regarding the inclusion, or deletion, of proposed and optional tasks, and following the concluding direction of the LAR UR2 WMA Group Chair.

1.2 Conduct Twelve (12) LAR UR2 WMA Meetings

CWE will schedule, draft agenda, and prepare summary notes for up to twelve (12) LAR UR2 WMA meetings between January 1, 2018 and December 31, 2019. Agenda items for discussion during these meetings include WMP and CIMP task implementation status, monitoring event summaries, equipment installation status, maintenance needs, analysis changes, reporting tasks, and pertinent permit topics.

1.3 Attend and Participate in Twelve (12) Designated Meetings

From January 1, 2018 to December 31, 2019, CWE will attend and support the LAR UR2 WMA Permittees in up to twelve (12) designated meetings, including intragroup, Los Angeles River Watershed WMP or EWMP Group, Regional Board staff, watershed stakeholder, GWMA Board, or other consultants, to coordinate and integrate the implementation of MS4 Permit, WMP, and CIMP coordination tasks.

2. Monitoring Tasks and Deliverables

CWE proposes to complete required LAR UR2 WMA CIMP elements for the 2017-18 and 2018-19, July 1 to June 30 reporting periods; followed by preparation of LAR UR2 WMA MS4 Permit Individual and Watershed Annual Reports due for submission to the LARWQCB on December 15 of 2018 and 2019. Unless altered through a subsequent agreement, monitoring equipment and capital equipment supplies, procured solely using funds derived from this contract, will remain the property of the LAR UR2 WMA Group Permittees, along with the responsibility for theft, loss, damage, vandalism, and maintenance.

2.1 Receiving Water CIMP Implementation

Following the 2012 MS4 Permit and February 19, 2016 LARWQCB EO approved LAR UR2 WMA CIMP Plan, receiving water quality monitoring will occur for two storm and one dry-weather qualifying events, before April 1, 2018, and the events summarized and distributed to the WMA Permittees approximately one month later. During the 2018-19 reporting period, qualifying monitoring events will be conducted for one critical storm, one critical dry-weather, two qualifying storm, and one qualifying dry-weather receiving water monitoring events, at LARUR2-RW and LARUR2-RHO fixed monitoring sites. Toxicity samples will not be collected at the -RHO outfall sites, nor will water quality monitoring occur when hydraulic continuity is absent between the -RHO outfall and Los Angeles River proper, since the outfall flows are then a portion of the MS4. The planned list of constituents and quality assurance quality control (QA/QC) analyses are provided as an attachment to the prior event summary, although subject to change based on monitoring results from completed events and other groups.

2.2 Stormwater Outfall CIMP Implementation

Following the 2012 MS4 Permit and January 2016 LARWQCB EO approved LAR UR2 WMA CIMP Plan, stormwater outfall water quality monitoring will occur for two qualifying storm events, by April 1, 2018, then be reported upon, approximately one month later, in event summaries distributed to the WMA Permittees. During the 2018-19 reporting period, qualifying monitoring events will be conducted for one critical, and two qualifying, storm events. During these storm events, two (2) of the six (6) rotating Stormwater Outfall Monitoring sites; LARUR2-DRO, LARUR2-EO, LARUR2-NO, LARUR2-WO, LARUR2-NVO, and LARUR2-FWO will be selected for monitoring and all six stormwater outfall sites would be monitored once during a normal reporting period. The planned list of constituents and quality assurance quality control (QA/QC) analyses are provided as an attachment to the prior event summary, although subject to change based on monitoring results from completed events and other groups.

2.3 Laboratory Analysis

While the selection of analytical laboratories will continue to be shared by CWE and the LAR UR2 WMA, flexibility will continue to be a necessity for the foreseeable future. Laboratories change location, are subject to changes in State Water Resources Control Board (SWRCB) Environmental Laboratory Program (ELAP) Certification, and staffing changes that result in varied data production quality. CWE currently recommends the continued use of Eurofins (Calscience) in Garden Grove, a member of the international Eurofins laboratory family, for wet chemistry and trace analytical analyses. If required in the future, High Resolution Gas Chromatography with Mass Spectrometry (HR GC/MSD) analysis could be undertaken at the Eurofins (Lancaster Analytical) laboratory in Pennsylvania. Toxicity bioassays, including any Toxicity Identification Evaluation (TIE) or Toxicity Reduction Evaluation (TRE) tests, are currently undertaken by Aquatic Bioassay and Consulting Laboratories in Ventura. Since the collection of stormwater quality samples is inherently unpredictable and bacteria samples have a short 8 hour collection to analysis hold time, microbial samples are currently being analyzed by Enthalpy Analytical in the City of Orange, a member of the Montrose Environmental family. Recognizing the importance of your business, the lab is currently providing off hours bacteria sample collection for minimum order sizes that CWE has been able to provide. Laboratory costs budgets are based on the CIMP and negotiated agreement with Eurofins Calscience; however, the required list of analytes may expand in the future and necessitate the need for budget adjustments, resulting from additional analyses or more costly methods.

2.4 Trash Monitoring and Reporting Program (TMRP)

On December 31, 2016, CWE, on behalf of the LAR UR2 WMA, submitted a draft Trash Monitoring and Reporting Program (TMRP) Plan to the LARWQCB, which was revised and resubmitted to the Board on February 27, 2018. Assuming no additional significant revisions are required, TMRP implementation would commence within 90 days of LARWQCB Executive Officer approval receipt. Draft TMRP annual monitoring is expected to follow the proposed schedule and occur during the LAR UR2 WMA CIMP critical low flow receiving water quality monitoring month which, although scheduled in coordination with adjacent Groups, is normally scheduled to occur in July. The draft LAR UR2 WMA TMRP Plan identifies three monitoring locations; LARUR2-ELAR, LARUR2-WLAR, and the LARUR2-RHO along the Rio Hondo and Los Angeles River centerline. By July 2018, CWE will be prepared to track weather forecasts, procure and deploy trash monitoring and collection equipment and teams to assess and quantify trash at the three identified locations. Assuming LARWQCB EO TMRP Plan approval prior to the July 2018 critical event monitoring, the first annual TMRP Report will be prepared and distributed for review by the LAR UR2 WMA Permittees by November 15, 2019, then submitted to the LARWQCB as an attachment to the 2019 MS4 Permit final LAR UR2 WMA Annual Watershed Report due no later than December 16, 2019.

2.5 Plastic Pellet Monitoring and Reporting Program (PMRP) Plan

On December 31, 2017, CWE, on behalf of the LAR UR2 WMA, submitted a draft Pre-Production Plastic Pellet Monitoring and Reporting Program Plan (P4MRP2) to the LARWQCB. Assuming that no significant revisions are requested, P4MRP2 implementation would commence within 90 days of LARWQCB Executive Officer approval receipt, during the next storm or dry-weather monitoring event. The draft LAR UR2 WMA PMRP Plan receiving water and outfall assessment sections identify and utilize the eight current LAR UR2 WMA CIMP water quality monitoring locations and would be followed as long three hour ten aliquot sampling is followed. By July 2018, CWE will be prepared to track weather forecasts, procure and deploy the proposed plastic pellet monitoring and collection equipment and teams readied to assess and quantify nurdles at the identified locations. Assuming that scheduling allows, the first annual P4MRP2 Report will be prepared for review by the LAR UR2 WMA Permittees on November 15 2019, then submitted to the LARWQCB as an attachment to the 2019 MS4 Permit final LAR UR2 WMA Annual Watershed Report due no later than December 16, 2019.

3. Reporting

The 2012 MS4 Permit and February 19, 2016, LARWQCB EO approved LAR UR2 WMA CIMP requires each Permittee to annually submit an Individual Annual Report, while the WMA must prepare two electronic data submissions and a Watershed Annual Report. Unification of WMA Individual and Watershed Annual Reports into a single document is encouraged for continuity and efficient submission. CWE understands the Permittees to prefer that a unified LAR UR2 WMA Annual Reports be prepared, reviewed, and timely submitted to the LARWQCB, no later than December 17, 2018 and December 16, 2019.

3.1 Data Management and Semi-Annual Electronic Submission

CWE will continue to collect, convert, and distribute water quality monitoring data to the LAR UR2 WMA Permittees in California Environmental Data Exchange Network (CEDEN) Excel® Workbook format for submission to the LARWQCB. Water quality monitoring data collected from January 1 to June 30 will be distributed for Permittee review by the following October 15, and submitted, with a receipt confirmation and legibility request, by the following December 15; while data collected from July 1 to December 31, will be distributed for Permittee review by April 15 of the following year, and submitted to the LARWQCB by June 15 of the following year, along with a confirmation of receipt and legibility request. Four electronic data submissions are anticipated, the first using data collected during the second half of 2017.

3.2 2018 and 2019 LAR UR2 WMA Annual Report Submission

Since the 2012 MS4 Permit became effective, and encompassing two format revisions by the LARWQCB, CWE has unified the Individual Permittee MS4 Annual Reports into an LAR UR2 WMA Annual Report consisting of those Individual Reports, Individual Los Angeles River Trash TMDL Reports, and the WMA Watershed Annual Report. CWE will submit to the LAR UR2 WMA Permittees, for review and comment, draft Individual Annual Reports in Word® edit format, by October 19, 2018 and October 18, 2019. Based on comments and data received by November 4, CWE will draft the Watershed Annual Report, in Word® edit format, for distribution by November 15; with Permittee comments anticipated by November 29. The revised draft Individual Annual Reports will be distributed by November 29, so that final Permittee comments, along with certification signatures, can be returned by December 7. The Draft Final Portable Document Format (PDF) Unified LAR UR2 WMA Annual Report would then be distributed to the Permittees by December 12, 2018, for final review, and submitted to the LARWQCB no later than December 17, 2018 or December 16, 2019, along with a receipt and confirmation of legibility request.

4. Monitoring Site Installations

The installation of monitoring site equipment and appurtenances (boxes, brackets and conduits) has been problematic for many groups, including the LAR UR2 WMA, and is significantly dependent on the issuance of encroachment and construction permit by United State Army Corps of Engineers (USACE) and Los Angeles County Department of Public Works. Not surprisingly, past expenditures on this effort have been minimal and the majority of the prior contract budget amount remains with the GWMA, on behalf of the LAR UR2 WMA Permittees. Following NTP receipt CWE will restart the design and permit application process based on recommendations recently provided by the County to the Permittees. Since the LARUR2-RW, located near the rail bridge over the Los Angeles River at the eastward extension of Tweedy Lane in the City of South Gate, could be utilized three to five times per year, our initial efforts will focus on this site, then turn to the Fixed Stormwater Outfall Monitoring Site, LARUR2-RHO, located in the John Anson Ford North Parking Lot in the City of Bell Gardens. The six rotating Stormwater Outfall locations are each monitored once per year and therefore have the lowest permitting and installation priority. Until such time as the permits and installations sites are completed, CWE will continue to utilize the long term access permit issued by USACE and twice annually apply for access permits from the County to collect dry-weather grab samples and ten aliquot, flow-weighted, three hour composite storm samples as occurred during the prior two years. Results from these past monitoring efforts have been generally reproducible and comparable with the results from other regional monitoring efforts.

5. Non-Stormwater Outfall Source Assessment

CWE initiated a multi-step Non-Stormwater (NSW) Outfall Screening and Monitoring Program to identify and address NSW discharges, as described in the CIMP and reported to the Permittees in December of 2015. CWE developed and populated a Microsoft Excel® Workbook for use by the LAR UR2 WMA in complying with the 2012 MS4 Permit outfall database requirements. This Database inventory is periodically updated as new outfall and NSW discharge data is identified and clarified. This ongoing task has resulted in the prioritization of several outfalls for source assessment and subsequent referral of several Industrial General Permit Non-filers to the LARWQCB, the determination of several Caltrans I-710 pump station and drainage outfalls, and irregularities in MS4 system mapping elements near the north and west borders the City of Bell. During NSW screening and monitoring, CWE observed and promptly notified relevant Permittees of the observation and supported field screening activities. Our next step is to sample along the LAR-033 relief line, which assuming that no connections exist with the rail yard, is understood to flow directly from the East Los Angeles area to the Los Angeles River without additional LAR UR2 WMA derived inputs. Similar tasks will be proposed to the LAR UR2 WMA Permittees each year so that a consensus on annual priorities can be developed.

2018 GWMA LAR UR2 UWA CIMP Implementation PSA Fee Schedule

Tasks and Deliverables	Description	Hourly Rate								Hourly Rate								Equipment & Lab Costs	Sub Consultant Coord. / Oversight	Mileage	Mileage Costs	Line Item Costs
		CWE								Weston Solutions												
		Principal	Project Manager	Staff Engineer	Assistant Engineer	Sr. Env. Scientist	Admin. Assistant	Subtotal Labor Hours	Subtotal Cost	Senior Project Manager	Engineer Scientist 3	Scientist 1	GIS/Data Management	Accounting	Subtotal Labor Hours	Subtotal Cost						
		\$249	\$214	\$126	\$102	\$153	\$82			\$214	\$173	\$102	\$123	\$92								
1	Project Management, Coordination and Meetings																					
1.1	Prepare Six (6) Quarterly Budget and Schedule Updates		12		18		18	48	\$5,880										\$0	\$5,880		
1.2	Conduct Eightteen (18) LAR UR2 WMA Meetings	6	144			144		294	\$54,342									1080	\$589	\$54,931		
1.3	Attend and Participate in Twelve (12) Designated Meetings		72			48		120	\$22,752									720	\$393	\$23,145		
2	Monitoring Tasks and Deliverables																					
2.1	Receiving Water CIMP Implementation and Event Summary	6	252	312				570	\$94,734								\$24,000	\$3,600	990	\$540	\$122,874	
2.2	Stormwater Outfall CIMP Implementation and Event Summary				432	144		576	\$66,096	8	8	60			76	\$9,216	\$48,000	\$8,582	2160	\$1,178	\$133,072	
2.3	Laboratory Analysis		9				9		\$2,664								\$32,310	\$4,847		\$0	\$39,821	
2.4	Trash Monitoring and Reporting Program (TMRP)		16		40	16			\$9,952										90	\$50	\$10,002	
2.5	Plastic Pellet Monitoring and Reporting Program (PMRP) Plan		8		24	16			\$6,608											\$0	\$6,608	
3	Reporting																			\$0		
3.1	Data Management and Semi-Annual Electronic Submission		32		32	32		96	\$15,008											\$0	\$15,008	
3.2	2018 and 2019 LAR UR2 WMA Annual Report Submission	16	128		160	48	16	368	\$56,352											\$0	\$56,352	
4	Monitoring Site Installations		16	160	160			336	\$39,904								\$116,381		960	\$524	\$156,809	
5	Non-Stormwater Outfall Source Assessment		24		40	40		104	\$15,336								\$500		450	\$246	\$16,082	
TOTAL PROPOSED HOURS & FEE		28	713	472	906	488	43	2512	\$389,628	8	8	60	0	0	76	\$9,216	\$221,191	\$17,029	6450	\$3,520	\$640,584	

Fees are based on the LARWQCB EO Approved LAR UR2 WMA CIMP and may be subject to change based on MS4 Permit amendments, Board revisions, or WMA requests.



Equipment Cost Options

Type of Site	Location	Required		Choose one option (4)				Required						Notes	High Cost
		Enclosure	Installation supplies and equipment	Hach 950FM with SD900 sampler	New Hach 900MAX	Isco 6700 w/ bubbler module (AV pipe module)	Campbell CR 1000 + sd900	Intake tubing	Battery	Bottles (assume 9 per station)	Labor procure (1)	Labor install (2)	Labor O&M (3)		
Receiving Water	LARUR2-RW	\$550	\$1,700	\$9,130	\$7,500	\$7,200	\$7,800	\$553	\$250	\$505	\$3,500	\$2,400	\$200	Large trap channel, secure enclosure on concrete pad and secure conduit for tubing and bubbler line with angle iron or curb-style armour, keep ready for monitoring with no electronics stored on site	\$20,666.80
Fixed Stormwater Outfall	LARUR2-RHO	\$550	\$1,400	\$9,130	\$7,500	\$7,200	\$7,800	\$553	\$250	\$505	\$3,200	\$2,400	\$200	Large rectangular channel, secure enclosure on concrete pad and secure conduit for tubing and bubbler line with angle iron or curb-style armour, keep ready for monitoring with no electronics stored on site	\$20,006.80
Rotating Stormwater Outfall Group 1	LARUR2-FWO	\$550	\$1,700	\$9,350	\$7,900	\$7,500	\$7,500	\$553	\$250	\$505	\$3,500	\$2,400	\$200	Large pipe, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring with no electronics stored on site	\$20,908.80
Rotating Stormwater Outfall Group 1	LARUR2-WO	\$550	\$1,700					\$150				\$2,400	\$200	Proposed to sample discharge point into BD-Wash. Large pipe, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring	\$5,500.00
Rotating Stormwater Outfall Group 1	LARUR2-EO	\$550	\$1,700					\$553				\$4,800	\$200	Confined space entry required. Large conveyance, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring	\$8,583.30
Rotating Stormwater Outfall Group 2	LARUR2-DRO	\$550	\$1,700	\$9,350	\$7,900	\$7,500	\$7,500	\$553	\$250	\$505	\$3,500	\$4,800	\$200	Confined space entry required. Large conveyance, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring	\$23,548.80
Rotating Stormwater Outfall Group 2	LARUR2-NO	\$550	\$1,700					\$553				\$4,800	\$200	Confined space entry required. Large conveyance, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring	\$8,583.30
Rotating Stormwater Outfall Group 2	LARUR2-NVO	\$550	\$1,700					\$553				\$4,800	\$200	Confined space entry required. Large conveyance, secure enclosure on concrete pad and secure conduit for tubing and area velocity bubbler line with angle iron or curb-style armour, keep ready for monitoring	\$8,583.30
TOTALS															\$116,381.10

- Notes
- 1

2

3

4
- Includes station design, spec equipment, procure, shipping, and taxes

Includes installation of protected intake tubing, and sensor cable

For 5-years total. Occurs during dry weather sampling

Recommend using one flowmeter-sampler brand configuration for ease in rotating sites



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



www.gatewaywater.org

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

April 12, 2018

SECTION NO. 9 – AMENDMENT TO SUBRECIPIENT AGREEMENT BETWEEN GWMA AND THE CITY OF LAKEWOOD FOR THE PROP 84 2015 IMPLEMENTATION GRANT – PARAMOUNT BLVD. TURF REPLACEMENT PROJECT – PROJECT #5

SUMMARY AND BACKGROUND:

On August 11, 2016, the GWMA Board signed a subrecipient agreement with the City of Lakewood for their Paramount Boulevard Turf Replacement Project, under the Prop 84 – 2015 Implementation Grant. This subrecipient agreement will expire on May 4, 2018.

Due to delays which were outside of GWMA and Lakewood's control related to grant execution between the Department of Water Resources and the Los Angeles County Flood Control District, the City of Lakewood was unable to move forward with their project and stay within the original schedule. The City of Lakewood has asked that GWMA extend the project sub-recipient agreement until January 1, 2021, to allow sufficient time for project completion in accordance with the provisions and grant reimbursement process, as outlined in the grant agreement.

DISCUSSION:

GWMA's Legal Counsel has drafted the enclosed amendment between GWMA and the City of Lakewood as requested. The only change to the subrecipient agreement is extending the termination date of May 4, 2018 to January 1, 2021 in order to give them adequate time for project completion.

FISCAL IMPACT:

Nominal Legal Counsel and Staff Time to prepare and execute the amendment.

RECOMMENDATIONS:

- a. Approve the amendment to the Subrecipient Agreement between GWMA and the City of Lakewood for the Prop 84 2015 Implementation Grant – Paramount Boulevard Turf Replacement Project – Project #5, as presented.
- b. Authorize the Chair to sign the Amendment to the Subrecipient Agreement between GWMA and the City of Lakewood.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

**FIRST AMENDMENT TO THE SUBRECIPIENT
AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE LOS ANGELES
GATEWAY REGION INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS AUTHORITY**

This First Amendment (“First Amendment”) to that certain Subrecipient Agreement dated December 1, 2016 (“Agreement”), between the City of Lakewood, a California municipal corporation (“Subrecipient”) and the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, a California Joint Powers Authority (“GWMA”), is made and entered into as of April 12, 2018. Subrecipient and GWMA are referred to collectively as the “Parties.”

RECITALS

A. GWMA is a member of the Greater Los Angeles County Region (“Region”) Integrated Regional Water Management (“IRWM”) Group. As a part of the Region’s IRWM Plan, the Los Angeles County Flood Control District (“LACFCD”) has entered into that certain Grant Agreement dated December 2, 2016 (“Grant Agreement”) with the Department of Water Resources of the State of California (“DWR”), attached as Exhibit “A” to the Agreement, for project grant funding as described in the Region’s IRWM Plan.

B. For the Region’s IRWM projects funded under the Grant Agreement, the LACFCD has been designated as the regional entity to apply for grant funds on behalf of all proposed projects, including the Subrecipient’s Sub-Project, for the Region through the IRWM process;

C. GWMA has entered into that certain Memorandum of Understanding, dated November 30, 2016 (“MOU”) with LACFCD, attached as Exhibit “B” to the Agreement, by which GWMA serves as the Local Project Sponsor and is in receipt of a grant for the Gateway Integrated Regional Water Management Plan (“the Project”), for which One Million Dollars (\$1,000,000.00) is earmarked specifically to assist the City of Lakewood (“Subrecipient”) with the Paramount Boulevard Turf Replacement Project that will conserve water by replacing turf in the City of Lakewood (“Sub-Project”).

D. The Agreement sets forth the terms by which GWMA processes grant reimbursement requests on behalf of the Subrecipient, among other provisions.

E. Section 4.3 of the Agreement provides that the Agreement shall terminate upon the earlier of: (1) the entirety of the Sub-Project has been completed, all audits and reports have been submitted by Subrecipient to GWMA pursuant to the Grant Agreement and the MOU, and LACFCD has released the final disbursement of grant funds to GWMA and Subrecipient has received final disbursement of the grand funds from GWMA; or (2) May 4, 2018.

F. As of the execution of this First Amendment, the Sub-Project has not been completed and, therefore, the Agreement is scheduled to expire by its own terms on May 4, 2018.

G. The Parties desire to extend the Agreement’s term until January 1, 2021 to provide Subrecipient adequate time to complete the Sub-Project in accordance with the provisions and grant reimbursement process outlined in the Agreement.

Now, therefore, the Parties hereby agree as follows:

1. Section 4.3 ("Term") of the Agreement is hereby amended to read as follows:

"4.3 Term. This Agreement shall commence on the Effective Date and shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 8.2 of this Agreement: (i) the entirety of the Sub-Project has been completed, (ii) all audits and reports have been submitted by Subrecipient to GWMA pursuant to the Grant Agreement and the MOU and (iii) LACFCD has released final disbursement to GWMA and Subrecipient has received final disbursement of the Funds from GWMA pursuant to this Agreement; or by January 1, 2021, whichever event occurs first. In the event that the January 1, 2021, deadline is extended pursuant to any agreement between DWR and GWMA, the new deadline shall take the place of "January 1, 2021" in the preceding sentence."

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 be executed on their behalf, respectively, as follows

GWMA

Subrecipient

Los Angeles Gateway Region Integrated
Regional Water Management Joint Powers
Authority,
a California Joint Powers Authority

City of Lakewood
a California municipal corporation

By: _____
Christopher S. Cash
Chair

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

By: _____
Toni Penn
Admin/Accounting Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Nicholas R. Ghirelli
General Counsel

By: _____
Name: _____
Title: _____

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



www.gatewaywater.org

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

April 12, 2018

SECTION 10: AGREEMENT BETWEEN GWMA AND KOA CONSULTING

BACKGROUND AND SUMMARY:

At the last GWMA Board Meeting, the Board approved a proposal from Koa Consulting, for augmentation of current services in support of enhancing coordination between GWMA and the Gateway Cities Council of Government (COG). More specifically, the scope would expand upon the existing work being done by Koa Consulting for the COG's Strategic Transportation Planning efforts and the COG's other vital work to create a much-needed conduit with watershed-related work that GWMA is focused on. The Board also approved a FY 2017/18 budget line item transfer from the General Reserve to Special Projects up to an amount of \$75,000 to cover this expense, if needed.

The original concept was to amend the COG's contract and reimburse the COG for GWMA's portion of augmented work up to \$75,000. To that end, the GWMA Board authorized Legal Counsel to draft an agreement between GWMA and the COG for Board approval in April. Since that time, COG's legal counsel has reviewed and determined that Koa Consulting's contract with the COG is not an appropriate vehicle for procuring Koa Consulting's services for GWMA. This is because the COG's contract, budget, and scope of services are annually renewed and adjusted and some of the funding for the contract is tied directly to Metro projects. GWMA staff believes that a contract directly between GWMA and Koa Consulting would address these issues at no additional cost to GWMA.

Therefore, GWMA staff is now requesting that Koa Consulting be added to GWMA's approved On-Call Consulting List in reference to the Statement of Qualifications included herein. As per the approved On-Call Consulting Policy, Section A(2) states "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". Further, staff recommends that the proposed scope of work be procured and executed through an On-Call Consulting Professional Services Agreement between GWMA and Koa Consulting instead of through a reimbursement agreement with the Gateway COG. Staff is recommending that Koa Consulting be added to the approved On-Call Consulting List under the categories of:

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



- Feasibility study and Project and/or program report writing
- Project Management
- Coordination and manage watershed projects
- Engagement in regional planning grant and/or other opportunities including development of associated documents
- Grant writing and/or grant implementation management
- Strategic local and/or regional planning efforts, including development of Associated

ADDITIONAL INFORMATION REGARDING SOLICITATION OF PROFESSIONAL SERVICES:

As stated previously, Koa Consulting is not currently on GWMA's On-Call Consulting List and, given the unique circumstances involving Koa Consulting's existing relationship with the COG, staff is not proposing to release an RFP for this contract. Staff and legal counsel have reviewed GWMA's On-Call Consulting Policy as well as the Goods and Services Policy and determined that the GWMA Board may make findings that would allow for a contract to be awarded under this unique circumstance.

In the attached On-Call Consulting Policy, it states under "Exceptions" as follows:

"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."

In the attached Goods and Services Policy, it states as follows:

"D. EXCEPTIONS"

1. Sole Source
 - a. A sole source contract may be justified with one or more of the following factors. The contract shall adhere to the appropriate levels of approval as established in this guideline:

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



- i. The uniqueness of a vendor's capabilities or goods offered to meet the needs of GWMA as compared to other vendors.
- ii. There is only one viable provider of the required service in the geographic area.
- iii. The prior experience of the proposed vendor is vital to the goods or services.
- iv. The facilities, staff or equipment the proposed vendor has that are specialized and vital to the services required.
- v. Vendor possesses existing equipment maintenance programs or contracts.
- vi. After a solicitation of a number of sources, competition is determined to be inadequate.
- vii. Patent rights or copyrights or secret processes the vendor possesses, compatibility with existing GWMA goods."

Both policies specifically permit the Board's selection of a sole source consultant due to unique services or programs. In this case, Koa Consulting provides unique capabilities to meet the needs of GWMA as compared to other vendors to justify a sole source contract. This is because Koa Consulting is the only firm with an existing contract with the COG that would allow it to fulfill the goal of coordinating water-related activities between the COG and GWMA. In addition, and for similar reasons, Koa Consulting provides unique requirements and experience for this scope of work to justify an exception to the on-call professional services policy.

It is staff's recommendation to add Koa Consulting to the On-Call Consulting list and proceed under the On-Call Consulting Policy for work between \$10,000 and \$75,000, and make the appropriate findings to justify exceptions to the On-Call Consulting Policy and Goods and Services Policy.

FISCAL IMPACT:

The total not-to-exceed amount of \$75,000 to cover payment are available in the GWMA operating budget.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



OPTIONS:

The Board may also consider entering into a one-year Professional Services Agreement with Koa Consulting for the proposed scope of services without adding the firm to the approved On-Call Consulting List. As provided previously, sole source agreements are allowed by the Good and Services Policy, if approved by the GWMA Board.

RECOMMENDATIONS:

- a. Approve the addition of Koa Consulting to the On-Call Consulting List per the attached Statement of Qualifications;
- b. Approve entering into an On-Call Consulting Agreement with Koa Consulting in accordance with the On-Call Consulting Policy and Goods and Services Policy;
- c. Authorize the Chair to sign the 5-year On-Call Agreement between GWMA and Koa Consulting; and
- d. Authorize the Executive Officer to issue a Notice to Proceed for a one-year, time and material scope of services in the amount not to exceed \$75,000, as presented in Koa Consulting's Proposal February 28, 2018.

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

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



www.gatewaywater.org

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

ON-CALL CONSULTING SERVICES FOR GWMA (Consultants listed in **RED** are newly added for board consideration)

Feasibility Study and Project and/or Program Report Writing

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech – Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Atkins Global – Alberto Acevedo alberto.acevedo@atkinsglobal.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico
Water District • 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



(Page 2)

Project Management (Including but not limited to Construction Management and Inspection Services, Plan Checking, Compliance Assurance and Reporting Services Associated with Federal, State and Other Grant Funded Projects and Programs)

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

Atkins Global – Alberto Acevedo alberto.acevedo@atkinsglobal.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



(Page 3)

Coordinate and Manage Watershed Projects

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

Prepare and/or Manage Preparation of Bid Documents, Plans and Specifications

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

Atkins Global – Alberto Acevedo alberto.acevedo@atkinsglobal.com

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



(Page 4)

Regional Planning Grant and/or Other Opportunities Including Development of Associated Documents

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

Grant Writing and/or Grant Implementation Management

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



(page 5)

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

Strategic Local and/or Regional Planning Efforts, Including Development of Associated Documents

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Koa Consulting – Kekoa Anderson Kekoa@KoaConsulting.net

GIS Mapping/Management

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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



(Page 6)

Atkins Global – Alberto Acevedo alberto.acevedo@atkinsglobal.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

CEQA/NEPA Environmental Proceedings *(Including but not limited to, Preparation, Review and Management of Technical Reports Associated with Various Projects and/or Programs (Specialty in the area of Water/Watershed/Stormwater))*

Stetson Engineers, Inc. – Steve Johnson stevej@stetsonengineers.com

Civiltec – David Byrum dbyrum@civiltec.com

CWE – Vik Bapna vbapna@cwe.corp.com

John L. Hunter & Associates – John Hunter jhunter@jlha.net

Richard Watson & Associates, Inc. – Rich Watson rwatson@rwaplanning.com

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Atkins Global – Alberto Acevedo alberto.acevedo@atkinsglobal.com

IRWM Related Programs and Activities *(Including but not limited to, Plan Updates and Project List Updates)*

Tetra Tech - Oliver Galang oliver.galang@tetrattech.com

Geosyntec Consultants – Ken Susilo ksusilo@geosyntec.com

GEI Consultants – Bill Bennett bbennett@geiconsultants.com

Note: *Consultants listed in **RED** are newly added for Board consideration.*

Christopher Cash (Paramount), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnicliff (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 • Pico Water District • 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

Statement of Qualifications for General On-Call Professional General, Technical, and/or Engineering Services

Submitted To

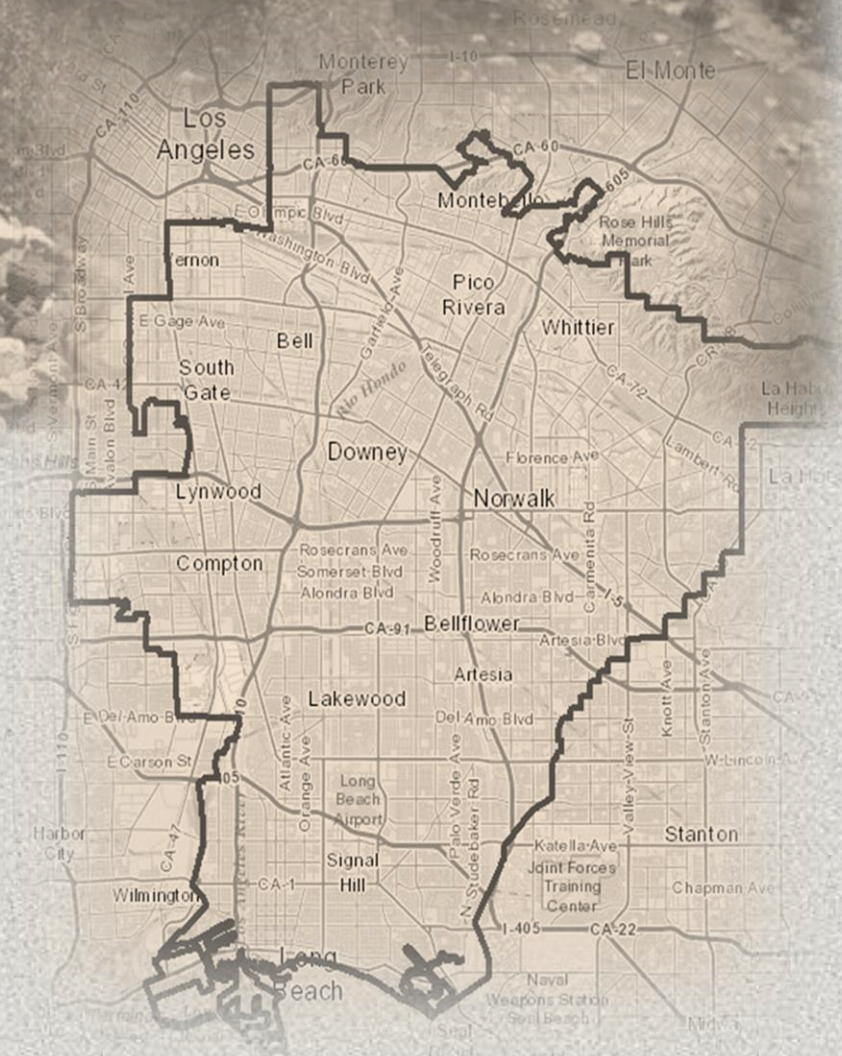


16401 Paramount Blvd.
Paramount, CA 90723

Submitted By:



419 Main Street, Suite 320
Huntington Beach, CA 92648



April 6, 2018

April 6, 2018

Mrs. Grace Kast
Executive Officer
Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723

Subject: Gateway Water Management Authority: Statement of Qualifications for General On-Call Professional General, Technical, and/or Engineering Services

Dear Mrs. Kast:

Koa Consulting, Inc. is pleased to submit this Statement of Qualifications to the Gateway Water Management Authority for **General On-Call Professional General, Technical, and/or Engineering Services**. As part of this work assignment, we will enhance existing water-related coordination efforts between the two Joint Powers Authorities by providing program management functions, facilitating program coordination, managing funding strategies and coordinating grants, as well as coordinating meetings with various stakeholder agencies, preparing the Program Visioning & Integration Report, and providing Stakeholder & Public Engagement updates for the GWMA and GCCOG Programs.

Koa Consulting is proud of being part of the GWMA's diversity, creativity, and vision. Our commitment to the GWMA is proven through our past experience with similar programs. We look forward to providing services to the GWMA, which include the areas of water resources management, green infrastructure, water treatment and reuse.

Our teams Project/Task Managers have extensive project management skills and have worked on various projects together for almost 20-years. We are pleased to include on our team the following principals, who have hands-on experience as consultant project managers:

- Mr. Kekoa Anderson, PE
- Mrs. Traci Gleason, PE

Based on the request for statement of qualifications we are interested in the following services areas for the GWMA:

- Feasibility study and Project and/or program report writing
- Project Management
- Coordination and manage watershed projects
- Engagement in regional planning grant and/or other opportunities including development of associated documents
- Grant writing and/or grant implementation management
- Strategic local and/or regional planning efforts, including development of associated documents

Our task managers proposed for this contract have successfully managed small and large projects of various phases in development, are highly regarded for their technical excellence, and understand the importance

of managing the scope, schedule, and fee of a project. Additionally, our managers have a good working relationship with permitting agencies and various Gateway Cities Council of Governments stakeholders, which will prove to be very helpful, given the close coordination necessary for successful programs.

QUALIFICATION CONTENTS:

Based on the Statement of Qualifications mandatory format, we have organized our qualifications by the following sections:

1. Cover Letter
2. Table of Contents
3. Company Qualifications
4. Discipline Specific Experience Listed in the Scope of Services
5. Client References
6. Project Team Staff and Project Organization
7. Project Approach and Understanding
8. Billing Rate Schedule

As your proposed Contract Manager and designated point of contact, I will lead the Koa Consulting team. I have full authority to negotiate and execute contracts on behalf of the company. I can be reached by phone at (949) 887-0731 or email at kekoa@koaconsulting.net.

Thank you for your consideration of the Koa Consulting team for this On-Call contract. We are enthusiastic to submit our qualifications to the GWMA for the General On-Call Professional General, Technical, and/or Engineering Services.

Respectfully submitted,



Kekoa Anderson, PE
CEO

Section 2 – Table of Contents

Section 1.

Cover Letter_____p-1

Section 2.

Table of Contents_____p-3

Section 3.

Company Qualifications_____p-4

Section 4.

Discipline Specific Experience_____p-6

Section 5.

Client References_____p-11

Section 6.

Project Team Staff and Project Organization_____p-12

Section 7.

Project Approach and Understanding_____p-13

Section 8.

Billing Rate Schedule_____p-19

Section 3 – Company Qualifications

KOA CONSULTING, INC. (KOA) is a California firm with offices located in Huntington Beach and Long Beach, and is a Micro Small Business through the California Department of General Services.

Koa is committed to providing quality professional civil and environmental services and developing long term relationships with our clients. Our approach to providing professional excellence relies on proactive and experienced staff who listen and understand our clients' needs. We provide service with clear lines of authority, communication, responsibility, and accountability. Though Koa has only been in formation as an S Corporation since 2014, our listed staff has been providing services as described in the RFP to the public and private sectors for a minimum of 20 years. Having strong technical backgrounds, we are able to provide a complete and timely turn-around of each task.

Our professional practices include civil engineering, planning, and environmental services for private and public sectors with project types ranging from feasibility studies, preliminary engineering, environmental evaluation, and technical studies to final design and construction support services. Koa's peer review and value engineering services, in addition to the traditional consulting services, have prevented potential costly problems that could arise during and following construction.

To facilitate the visualization of a project while it is in the planning stages, we are skillful in developing renderings and photosimulations. Furthermore, as the project proceeds into the final design phase, we are also proficient of developing construction plans in AutoCAD and Microstation to fit the needs of our client.

Koa is comprised of five business officers. In order to meet our clients' needs, Koa has formed strategic partnerships with other professionals in our service area. This allows our small business to provide equal services as a large company. We team with primarily a consortium of small business enterprise, disadvantaged business enterprise, minority business enterprise, under-utilized business enterprise and/or disabled veterans business enterprise companies that can meet the federal, state, and local requirements. Our commitment to project communications and resource sharing allows our staff to create partnerships with our clients, resulting in an ability to meet fast-track schedules.

COMMUNICATION PLAN

The success of this program is highly dependent on communication. Koa Consulting will develop a written communication plan prior to beginning work, then will direct and coordinate the work of its staff and subconsultants throughout the course of the project and will serve as the point of contact for the consultant team in communication with the GWMA Contract Manager. To facilitate communication, written telephone logs, action items, decision logs and meeting notes will be maintained and distributed to the appropriate parties.

COMMITMENT

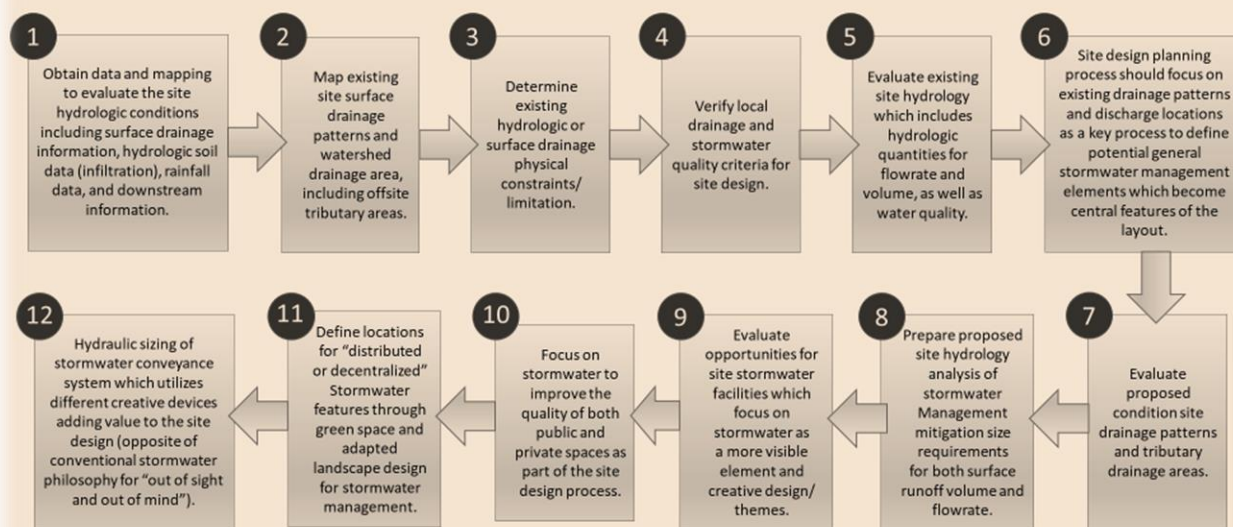
The staff of Koa Consulting has successfully prepared studies and managed complex transportation services for public agencies throughout California. We commit to provide GWMA with the competent staff necessary to provide the on-call professional and technical services as described herein. We are confident that our management principles, when used by a competent, committed and experience Project Manager, will result in quality Task Orders completed on time and within budget.

GUIDING PRINCIPLES

Utilizing the key objectives and program elements to develop creative design & stormwater management solutions.

- Water sensitivity/sustainability – should focus on the goal of restoring and maintaining the natural water cycle.
- Aesthetics – applying creativity through making water a more visible element.
- Functionality – adapting stormwater solutions to the basic local conditions while considering the long-term maintenance and sustainability of the system.
- Usability – should create spaces and features that have multiple functions/benefits which can be utilized for recreation/conservation.
- Integrated Planning – achieving award-winning site design is a collaborative effort that requires interdisciplinary cooperation in multiple fields.
- Funding Strategy - prioritize and optimize the benefits to the region with the greatest rate of return on our investment, though shared funding avenues and project coordination

STEPS TO DEVELOP CREATIVE STORMWATER MANAGEMENT SOLUTIONS



CREATE A PUBLIC ASSET FOR ALL

The Gateway Cities watersheds and open space is a path through which the Community understand its rich natural history and provides recreational activities. The region is and should continue to support these activities to provide essential connections and access to surrounding neighborhoods. Public opens spaces should tell these stories in ways that are authentic and educational. The GWMA Vision Plan engages the entire community within the study area. Public assets should remain focused on public use and activities that attract people from all walks of life. These assets should be a place for locals and visitors alike – a place where everything comes together effortlessly. The process for developing the GWMA Vision will draw on the goals and dreams of the entire community. The resulting public spaces and surrounding development will engage through a range of planned activities as the program develops.

Section 4 – Discipline Specific Experience

Koa Consulting experience in the scope of services area is summarized within this section. We have provided similar projects that demonstrate our practical experience of relevant work.

DEFINE THE PROGRAM ELEMENTS

The Koa Consulting Team’s approach is to develop and evaluate in partnership with the GWMA the following key elements:

- Stormwater collection and treatment systems featuring innovative stormwater quality facilities integrated as urban greening.
- Wetlands improvements
- Active Transportation connection to regional trails
- Habitat improvements, with native plants
- Coordination with Adjacent Projects

PROJECT ELEMENTS AND CONTEXT SENSITIVE SOLUTIONS

Improving the appearance and function of the Gateway Cities Region is a primary goal of the community. Focus on the viewshed beyond the project footprint, which has an influence on the perception of the community and traveling public. The visual elements need to be responsive to the local values and concerns. The various elements need to provide consistency while enhancing community identity. Innovative inclusive approaches that integrate and balance community, aesthetics, historic and environmental values, safety, maintenance and performance goals. These planning goals are reached through a collaboration, interdisciplinary approach involving all stakeholders with the goal of improving the boundary between the communities and people that share the open space.

INTEGRATE SUSTAINABILITY AND CREATIVITY INTO THE LANDSCAPE

Water is a limited and valuable resource, but stormwater has traditionally been viewed as a waste product. However, stormwater can be better managed and reclaimed as a resource through innovative stormwater practices and strategies that incorporate natural watershed processes designed according to “green” principles. Our team’s holistic watershed planning approach and innovative design practices will provide a road map to implementing sustainable stormwater management infrastructure that improve water quality and provide recreational and educational opportunities. Stormwater management infrastructure can also be used to create site amenities and add elements of beauty, even though “artistic engineering” may seem to be an oxymoron. Integrating “art and beauty” can result in greater community satisfaction and perceived value since water provides an opportunity to create a focal point through inspiration and vision that invites visitors to explore, learn, and enjoy aesthetically pleasing landscapes. Creative stormwater design incorporates manipulation and amplification of physical features, natural materials, topography, and landscaping that can provide an interaction or connection that influences the core fabric of the urban setting.

CONFIRM THE VISION – THROUGH CIVIC ENGAGEMENT

Our approach to public outreach will be to develop and execute a robust and innovative public engagement strategy that addresses both immediate project stakeholders, as well as captures and engages the region wide audience. This engagement plan, working closely with the GWMA, will facilitate all aspects of

implementing the plan. The Koa Consulting team will be responsible for all logistics and materials to support community meetings, open houses, and regularly scheduled Steering Committee and Stakeholder Group meetings.

An important element of civic engagement will be a GWMA-appointed Stakeholder Group that will include those immediately affected by the Program. The Stakeholder Group is expected to meet frequently to facilitate ongoing feedback from stakeholders into the process, from conceptual design to development of design details. It will also be a forum for diverse stakeholders to articulate common views and express differences on project elements.

- Develop and implement an outreach and engagement strategy in partnership with the GWMA & GCCOG.
- The outreach strategy should engage the full array of stakeholders and diverse communities with the goal of ensuring engagement in the design process, and a broad sense of ownership and support for this Program.
- Coordinate public involvement for this project with other related projects.
- Develop and maintain a web presence that includes interactive elements to stimulate extensive on-line engagement.

INNOVATIVE AND SUSTAINABLE DESIGN

The basis for developing visual design principles that bring people to the focus areas is to allow them to experience the unique planning, geography and ecology of the area. At the same time, we must take steps to improve the natural environment and ecology while also preserving and enhancing the activities that remain central to the Region. In planning and visioning for sustainable design, we reflect the GWMA commitment to sustainability and innovation, responding to water quality and wetlands improvements.

CREATIVE STORMWATER PLANNING & DESIGN TECHNIQUES

Many specialized techniques can be employed to develop artistic expressions and a clear “value-added” amenity for the community. Artistic design and creative form for stormwater design relies on initially developing the imaginative vision fostered from inspiration from a variety of sources. An integrated approach is critical at the initial planning stage which focuses on combining stormwater management with site/landscape design. Aesthetic methods can be employed with expressive designs calling attention to stormwater and creating value by seizing opportunities to combine beauty with practicality in environmentally sensitive ways. Achieving aesthetic richness enhances the public experience by combining interesting forms, color, sounds, and through the composition, itself.

- Physical Accessibility - Allow people to touch and interact with water, especially in urban environments. Artful stormwater design can be created in ways to foster interaction without creating safety concerns.
- Unique Shapes and Alignments - Employ unique shapes, changes in directions and a variety of elevations for unique water actions.
- Innovative Construction Materials - Contrast different materials such as man-made vs. natural and embed artistic forms with these materials.
- Enhance Recreation - Recreation provides conditions that are favorable for interacting with stormwater systems in ways that are relaxing, amusing, and refreshing.

- Integrate Interesting Pathways - Stimulate public interest with the use of pathways for destination points within the stormwater system, which provides opportunity for “exploration.”
- Visual Integration - Design must fit with the existing and proposed form and function of the space, as well as visually and culturally.
- Emphasize Water Movement - Stimulate the senses by having water move in multiple directions. Utilize movements such tumbling, splashing, splitting and submerging.
- Unusual Conveyance Systems - Employ unique conveyance systems to emphasize the water’s path and generate curiosity. This can include systems such as flumes of different geometries, profiles, and shapes along with natural or living landscape materials.
- Create Focal Points - Inspire visual interest/appeal with view corridors and designated public outlooks that are visually inviting, mysterious, and easily accessible.
- Application of Different Themes - Create unified design themes by repeating different water elements such as ponds, weirs, and rain gardens.
- Use Sounds of Water - Sounds and rhythms of water falling from different heights and materials such as plunge pools and downspouts create unique settings. There are numerous opportunities to change the sounds and pitches of water by allowing it to flow over a variety of materials.
- Integrate Multiple Uses - Combine multiple uses to generate greater public acceptance and more value than conventional stormwater facilities. Multi-use strategies provide economic value to the community, contribute to neighborhood revitalization and protect environmental resources.
- Emphasize Water Movement - Utilize natural forms of water through manmade water features to simulate natural water system movement and motion. The artistic nature of natural water movements such as waterfalls or stream systems can be an effective tool in an urban setting.

RELEVANT PROJECTS AND REFERENCES

The following projects feature our team’s relevant project experience, our key team members involved with each project, and references.

Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility
Long Beach, CA

Project Description: The LB-MUST Facility Project is a development of advanced state-of-the-art stormwater collection and treatment facility which will provide compliance with municipal stormwater regulation requirements, State Water Resources Basin Plan water quality objectives and site-specific pollution restrictions called Total Maximum Daily Limits (TMDLs) and provide a new high quality recycled water supply. This facility will intercept, store, and treat all dry-weather non-stormwater runoff, including excessive irrigation, spills, construction sites, pool draining, car washing, and paved area washing, and a percentage of first-flush storm flows prior to discharge to the Los Angeles (LA) River.

LB-MUST Project – Conceptual Treatment Facility Overview



Services included project management, agency coordination, visioning and coordination with adjacent projects, identifying and applying for potential funding sources for the project, preparing outreach presentations and brochures, development of conceptual/feasibility study, master plan and preliminary engineering, public outreach and educational awareness.

Project Consulting Team:



Project Date:

2014 - current

Client Name and Contact Info:

City of Long Beach
Mr. Alvin Papa, PE - Assistant City Engineer
(562) 570-6386

Shoemaker Bridge Replacement Project
Long Beach, CA

Project Description: Program Manager responsible for preliminary engineering, environmental documents, and final design for the alternatives analysis, technical studies, and coordination required to develop a Project Report and Environmental Document for the new SR-710/Shoemaker Interchange. Providing the planning, engineering, and environmental sciences required to develop alternatives and supporting documents acceptable to Caltrans and FHWA. Tasks also included the coordination with adjacent planned projects; stakeholder meetings; attend staff level meetings with City staff, public officials, and community leaders. Services included program management, agency coordination, visioning and coordination with adjacent projects, identifying and applying for potential funding sources for the project, street design; stormwater & drainage; bike circulation.



Project Consulting Team:



Project Date:

2013 -On-going

Client Name and Contact Info:

City of Long Beach
Mr. Sean Crumby, PE – City Engineer
(562) 570-6383

Artesia Blvd Complete Streets Evaluation Master Plan Various Gateway Cities Council of Governments Cities, CA	
<p>Project Description: A master plan was prepared with the intent to evaluate complete street elements that will assist in creating a more attractive, livable, and pedestrian and bicycle friendly Corridor that operates effectively and efficiently for all modes of transportation along Artesia Boulevard within the Gateway Cities Council of Governments (GCCOG) jurisdiction. The preparation of it required close coordination and significant collaboration with the Cities of Compton, Long Beach, Cerritos, Artesia, and Bellflower.</p> <p>The purpose of the study is to quantify a multijurisdictional multimodal Corridor that incorporates complete street features, wherever possible, including ways to reduce greenhouse gas emissions, and considerations for stormwater treatment, while preserving mobility.</p> <p>Services included evaluating existing conditions of the corridor for an upgrade to a Complete Street, developing a vision for the corridor and street designations, quantifying the feasibility and order of magnitude cost estimates.</p>	
	
	<p>Project Date: 2015-2017</p> <p>Client Name and Contact Info: Gateway Cities Council of Governments Mrs. Nancy Pfeffer – Executive Director (562) 663-6850</p>
Interstate 710 (I-710) Integration Plan Long Beach, CA	
<p>Project Description: Program Manager and Visionary of the integration of I-710 Corridor Project with the City of Long Beach. The I-710 Corridor Project proposes freeway improvements to address congestion and traffic safety issues. Approximately 40 percent of the project limits extend through the City of Long Beach's communities. Koa Consulting has provided services to the City of Long Beach recommending and identifying potential improvements as part of the I-710 project that would minimize impacts from the project and benefit the West Long Beach communities. Koa Consulting is leading the integration planning for storm water quality, active transportation infrastructure, complete streets improvements of planned City projects with the I-710 Project.</p>	
	
	<p>Project Date: 2015 - On-going</p> <p>Client Name and Contact Info: City of Long Beach Mr. Sean Crumby, PE – City Engineer (562) 570-6383</p>

Section 5 – Client References

Client Contact Name, Phone, Email	Highlights of Client Relationships
Gateway Cities Council of Governments Mrs. Nancy Pfeffer – Executive Director (562) 663-6850 nancy@gatewaycog.org	<ul style="list-style-type: none"> • Regional Planning • Complete/Green Streets • Urban Greening • Grant Application & Management • Water Quality Applications
City of Long Beach Mr. Sean Crumby, PE – City Engineer (562) 570-6383 Sean.Crumby@longbeach.gov	<ul style="list-style-type: none"> • Program Management • Grant Application & Management • Feasibility/Preliminary Engineering Studies • Water Quality & Reuse Program • Urban Planning & Greening
Rivers Mountains Conservancy (RMC) Mr. Mark Stanley – Executive Director (626) 815-1019 mstanley@rmc.ca.gov	<ul style="list-style-type: none"> • Regional Planning • Urban Greening • Grant Planning & Management • Water Quality Applications
Water Conservation Authority (WCA) Councilmember Roberto Uranga – Board Member (562) 570-7777 district7lb@gmail.com	<ul style="list-style-type: none"> • Water Quality Applications • Gateway Greening Program • Grant Application & Management • Regional Planning
City of Santa Fe Springs Mr. Noe Negrete – Director of Public Works (562) 868-0511 NoeNegrete@santafesprings.org	<ul style="list-style-type: none"> • Feasibility/Preliminary Engineering Studies • Water Quality & Reuse Program • Program Management • Regional Planning
City of Commerce Maryam Babaki – Director Public Works (323) 722-4805 mbabaki@ci.commerce.ca.us	<ul style="list-style-type: none"> • Program Management • Feasibility/Preliminary Engineering Studies • Water Quality & Reuse Program

Section 6 – Project Team Staff and Project Organization

The Koa Consulting Team is comprised of skillfully, qualified professionals committed to successfully delivering various types of projects for the GWMA. Mr. Kekoa Anderson, PE is proposed to be the contract manager for the contract. To best serve the GWMA, key project and task managers are identified in the following organization chart. Brief biographies for these key personnel follow in the subsequent pages. Detailed resumes for these individuals are provided at the end of this section.

KEKOA ANDERSON, PE – Kekoa’s unique background with both Art and Engineering is a perfect fit for the planning, visioning and funding services. Kekoa has over 30 years of experience managing and preparing planning documents, environmental documents; and final design that lead to successful completion of construction of various water resource management, stormwater quality, infrastructure and transportation projects. Instrumental in involving important community stakeholders that are directly affected by proposed urban design programs, Mr. Anderson has led and participated in various design charrettes. His innovative designs and illustration skills are used to enhance presentation experience, gaining confidence and trust from the clients and stakeholders. He skillfully integrates a wide variety of design considerations into innovative and effective design solutions, to help make his client’s visions a reality.

TRACI GLEASON, PE – Traci will act as the contract and task manager for the overall delivery of the GWMA Program. With 20 years of experience managing and preparing conceptual plans, environmental documents; final design and construction projects, Traci has effectively delivered various infrastructure and transportation projects, that include water quality facilities, and/or active transportation facilities such as bikeways, and multi-purpose trails. Additionally, she has effectively helped cities with preparing grant funding applications and develop expenditure plans. Ms. Gleason enjoys working together with the client to help deliver a final product that brings a vision to life.

Section 7 – Project Approach and Understanding

The Koa Consulting Team provided on February 28, 2018 Scope Augmentation of Services in Support of GWMA and COG Water-Related Coordination Activities Work Assignment No. 1 (WA-1).

This consisted of the following Scope of Work:

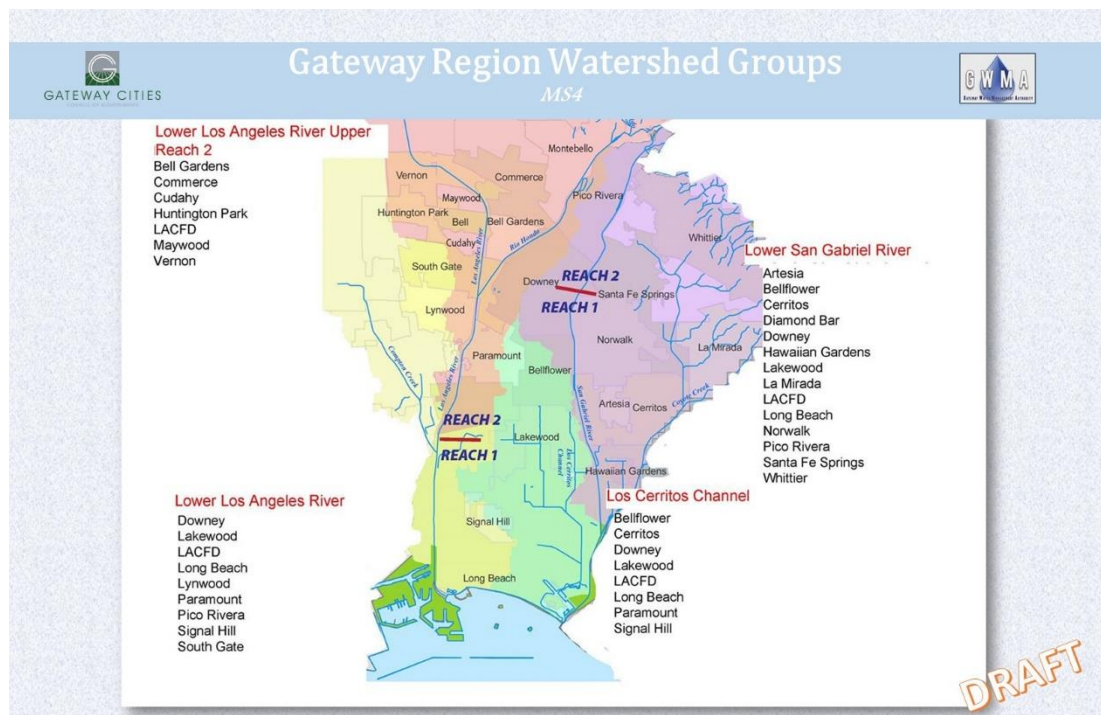
Task 1 Program Coordination between COG and GWMA

The assignment is anticipated to consist of providing program and technical coordination by augmenting existing efforts between the COG and GWMA related to over-lapping water-related issues and potential multi-benefit programs and projects. This task includes technical and administrative support for GWMA including attendance of meetings with consultants, providing oversight, input and review of materials produced, as well as assisting with preparation of Request for Proposals (RFP) and evaluation.

1.a Board, Watershed Group & Project Meetings

We will attend and participate, if needed in the following meetings including:

- GWMA Board Meetings (Monthly)
- GWMA Regional Watershed Groups Meetings (Monthly) ***See Exhibit Below for Watersheds***
- COG/GWMA Coordinating Committee (Quarterly)
- Water Agencies, Cities & Other Related Program Meetings (As needed)



As part of these meetings, we will provide written and oral report updates on our Visioning and Regional Integration Program and Funding Strategies & Grants Program. Additionally, we will provide as needed any planning, technical, funding strategy, outreach and working group summaries.

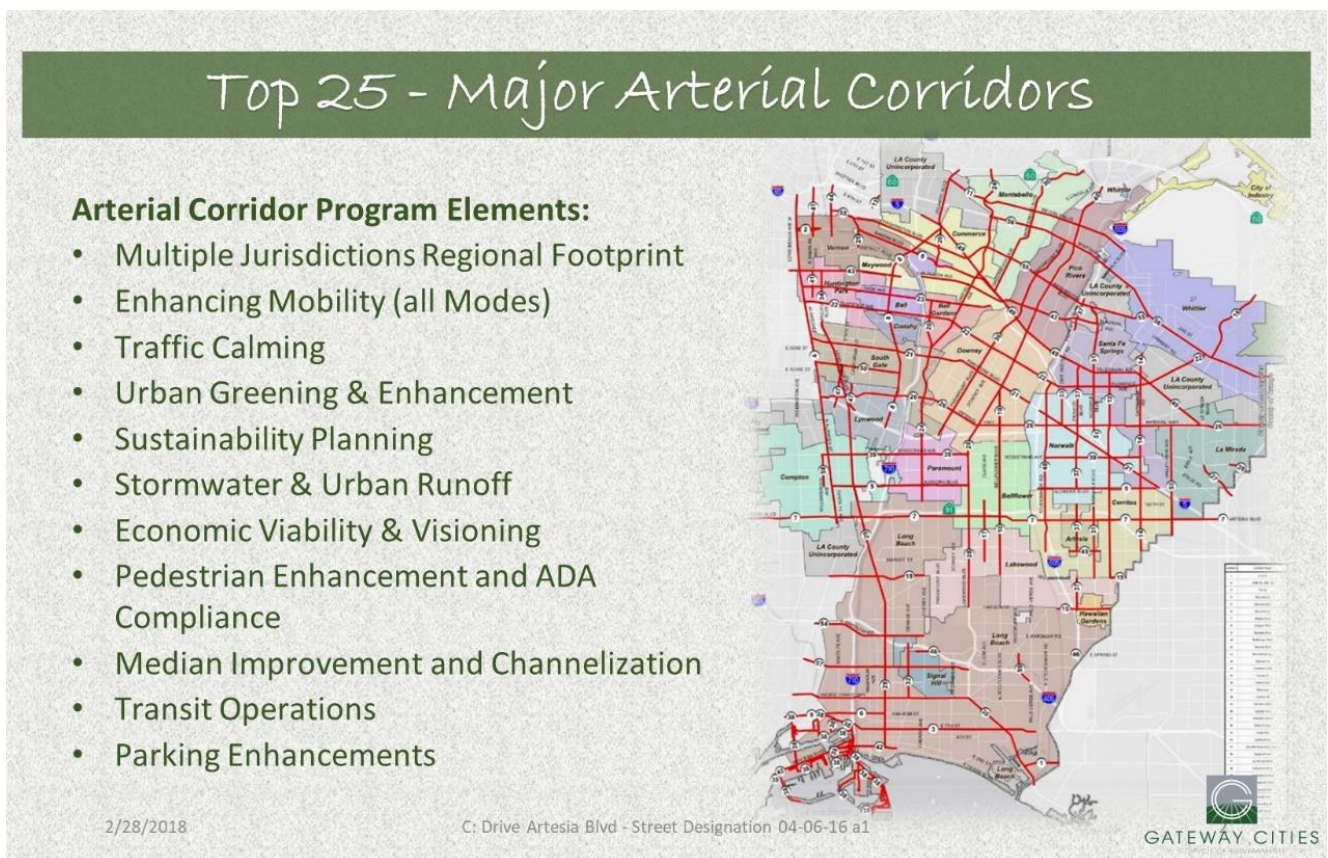
1.b Visioning & Regional Integration Program

The Visioning & Regional Integration Program effort is all about coordinating activities with the GWMA and the GCCOG programs. The purpose will be to capture all the various independent local visioning and programs, and promote consistency with the regional projects, while leveraging funding between all the programs and projects. Optimizing the benefits to the region with the greatest rate of return on our investment, though shared funding avenues and project coordination.

Regional Planning Focus

The goal of the Visioning & Regional Integration Program would be to evaluate and incorporate the existing projects and on-going studies and develop them into a formally adopted Visioning & Regional Integration Program Summary Report.

The Visioning & Regional Integration Program will be prepared with the coordination of programs like the example below for the Arterial Corridors



The Visioning & Regional Integration Program will address impact and benefits issues concerning the Region's resources and the physical environments as they apply to, but limited to, the following focus areas:

- Watershed Master Plans
- Open Space and Habitat Management
- Urban Greening Planning

- Park Design
- Urban Revitalization
- Planning for Climate Change
- Low Impact Development (LID)
- Community Stewardship
- Conservation Plans

As part of the Visioning & Regional Integration Program, the preparation of various visual tools for renderings, presentations, reports, public outreach, concept evaluations, and general graphics will be prepared.

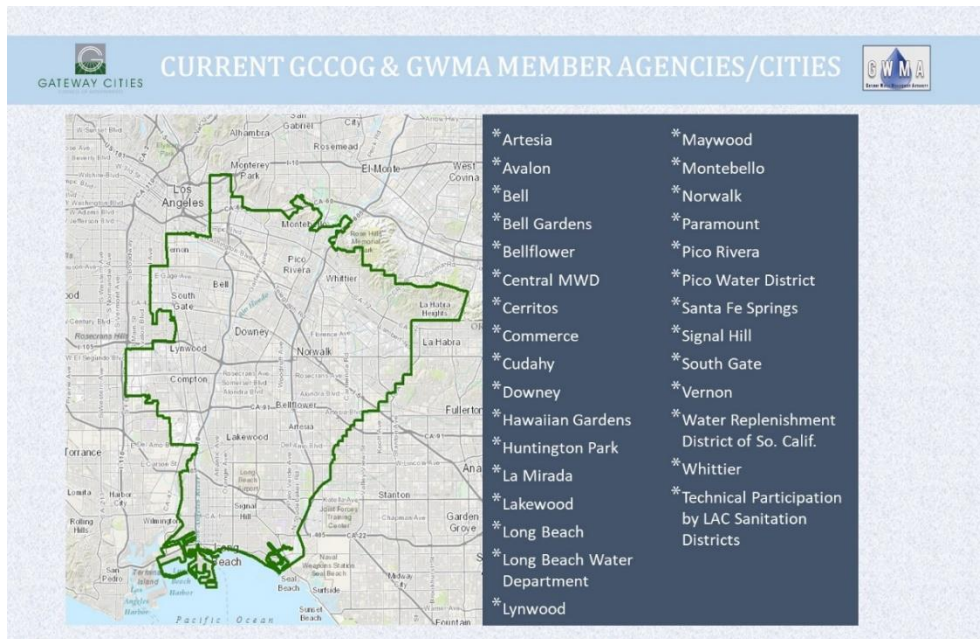
These exhibits will be developed utilizing a variety of graphic design tools including 3D architectural renderings, 3D civil designs, site plan illustrations, aerial pictures, and visualizations throughout the course of the Program Visioning & Integration development.

***See graphic design example below for “Livability Focus” ***



1.c City Council, City Staff and other Public Meetings

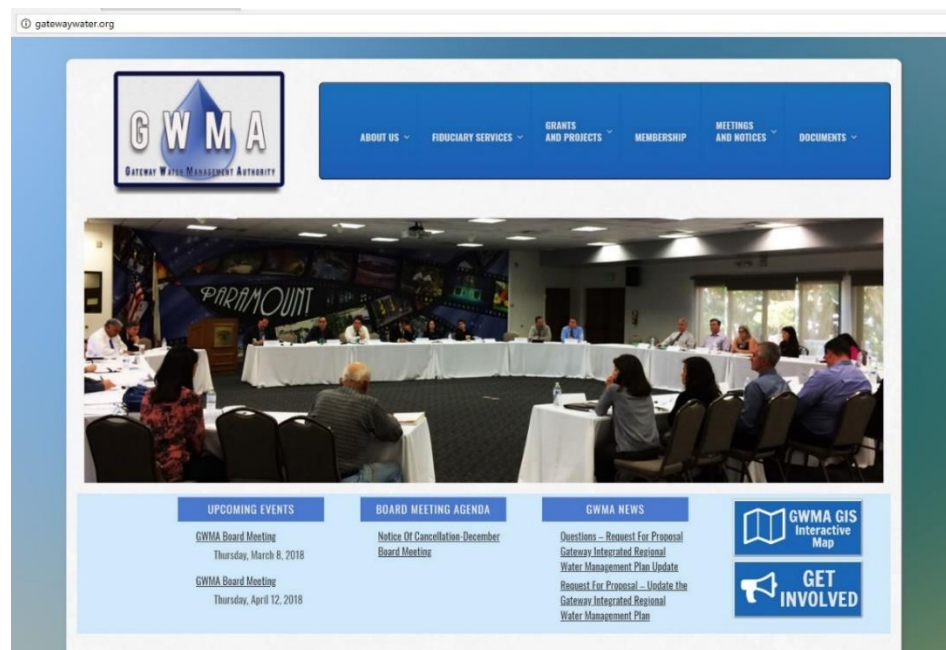
We will attend and participate with City Council, City Staff and other Public Meetings as well as provide updates at meetings of the Visioning & Regional Integration Program, funding strategy and grant planning elements.



****See Exhibit below for Member Agencies & Cities****

1.d Web Site Management Coordination

Web Site updates are an important part of the Stakeholder & Public Engagement process, as well as the Funding Strategies and Grants Program. We will coordinate web site updates, to assure the program information and links are current with our on-going efforts.



Deliverables:

<i>Deliverables for Task 1:</i>
Attend Project Meetings & Assist with Action Item Coordination
Visioning & Regional Integration Program Participation, Exhibits & Summary Report
Prepare for & Attend City Staff and other Public Meetings
Coordinate and Provide Current Information for Website Updates

Task 2 Funding Strategies & Grants Coordination Program

The GCCOG and GWMA collaboration allows for regional and nationally significant projects to move forward towards implementation with consensus. Our Funding Strategies & Grants Coordination program will identify priority projects and encouraging program stakeholders to put forward their best and most creative ideas for innovatively addressing the challenges they are facing. Demonstrating and evaluating a holistic, integrated approach to improving performance within the region and integrating this approach by getting programs funded. Addressing how emerging transportation and surface water; technologies, and applications can be integrated with existing and proposed systems to benefit the region.

2.a Funding Strategy

Gateway Cities has spent considerable effort in creating a comprehensive sub regional plan, the Gateway Cities Strategic Transportation Plan (STP), which contains transportation projects from all GCCOG jurisdictions and analyzes relationships and impacts amongst these projects. The COG cities are currently prioritizing their projects.

GWMA has spent considerable effort in creating a comprehensive Integrated Regional Water Management Plan (IRMWP) and becoming a part of the larger Greater LA IRWM Plan, which contains water related projects from all GCCOG jurisdictions and analyzes relationships and impacts amongst these projects. GWMA also provides support to several watershed groups and efforts.

It will be our goal to help coordinate and identify possible funding strategies to prioritize and optimize the benefits to the region with the greatest rate of return on our investment, though shared funding avenues and project coordination.

2.b Grants

As part of the COG/GWMA Funding Strategies and Grants Coordination Program, we will discuss joint legislative, project and grant opportunities. We will review these opportunities and solicit input from our members and watershed groups. Assigning priorities regarding grant opportunities that GWMA and GCCOG can pursue on behalf of its members with the following:

- State and Regional Boards
- Caltrans Districts and Headquarters
- Local Municipal NPDES Agencies (Cities and Counties)
- Other Stakeholders

We will support the GWMA in the identification and preparation of grants in addition to assisting GWMA staff in seeking proposals from its On-Call Consultants or others, if necessary to request grant writing or other related expertise on these or any potential grant applications.

Some upcoming grants being tracked include the following:

- Urban and Community Forestry Program California Climate Investments Grants
- Natural Resources Urban Greening Grant
- Prop 1 Stormwater Grant Round 2 - Implementation (late 2018/early 2019)
- Prop 1 Integrated Regional Water Management Implementation Grant – (early 2018)

2.c Other Services

As requested by GWMA and within the not-to-exceed limits, if additional technical support is needed, Koa Consulting will provide general grant, technical and engineering review and expertise.

Deliverables:

<i>Deliverables for Task 2:</i>
Prepare Funding Strategies Plan
General Grant Identification and Coordination Support

Section 8 – Billing Rate Schedule

Staff

Word Processing/Support/Administrative	\$ 75.00
CADD Technician/Graphical Designer	\$ 120.00
Design Engineer.....	\$ 150.00
Environmental Planner	\$ 175.00
Project Engineer	\$ 185.00
Project/Program Manager.....	\$ 215.00

Reimbursables

Photo Copies (B&W 8.5"x11").....	\$ 0.10 each
Photo Copies (B&W 11"x17").....	\$ 0.20 each
Color Copies (8.5"x11").....	\$ 1.50 each
Color Copies (11"x17").....	\$ 2.50 each
Large Format Copies (B&W).....	\$ 0.20 per sqft
Mileage	\$ GSA Mileage Rate*

* GSA Mileage Rate subject to change

All other direct costs, such as reproduction, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

ON-CALL PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective APRIL 12, 2018, and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and Koa Consulting (“Consultant”).

The parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide the on-call services (the “Services”) described with each requested proposal for a particular project, including a scope of work and total cost for services (“Proposal”) upon GWMA’s approval of cost, schedule and any other applicable terms.

2. TERM

The term of this Agreement shall commence on the effective date of this Agreement and expire on April 12, 2023, unless earlier terminated in accordance with the terms of this Agreement or extended by the Project Manager or GWMA Chair. The GWMA may, at its option, extend this Agreement for one additional term of one (1) year upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the initial Term.

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.

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.

5. **REQUEST FOR SERVICES, COMPENSATION AND METHOD OF PAYMENT**

- A. Upon GWMA's request for services, Consultant shall submit a proposal for a particular project, including a scope of work and total cost for services ("Proposal"). Once GWMA accepts a Proposal as submitted or amended and issues a written Notice to Proceed therefor, GWMA agrees to compensate Consultant in accordance with the total cost for services listed in the Proposal, and in any case an amount not to exceed twenty-five thousand dollars (\$25,000) for a single service and one hundred thousand dollars (\$100,000) per fiscal year for services. If the GWMA requests any work that is beyond the scope of work listed in the Proposal, the GWMA and Consultant shall negotiate the scope of work and fees for this extra work in accordance with Consultant's Schedule of Fees, which is attached hereto as **Exhibit "A"** and incorporated herein by this reference, up to the twenty-five thousand dollars (\$25,000) for a single service maximum amount. Upon mutual written agreement of the scope of work and fees, the GWMA shall issue a written Notice to Proceed therefor. The rates in Exhibit "A" shall remain in effect through at least June 30, 2018.
- B. Consultant shall perform the Services for the amount(s) listed for each Proposal. Any additional services authorized by the Project Manager or GWMA Chair shall be compensated at the hourly rates set forth in - (Consultant Schedule of Fees), or, if not specified, at a rate mutually agreed to by the parties in writing.
- C. 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.
- D. 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: Koa Consulting, 419 Main Street, Suite 32, Huntington Beach, CA 92648.

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.

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.

8. **INDEMNIFICATION**

- A. 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. Consultant's covenant under this Section shall survive the expiration or termination of this Agreement.
- B. 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.

- C. The indemnity under this Section 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 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, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section. Consultant shall pay Indemnitees for any attorneys fees and costs incurred in enforcing these indemnification provisions.

9. **INSURANCE**

A. Insurance Requirements.

- (1) 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:
- a) "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
 - b) "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

- c) Professional liability 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
 - d) 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.
 - (2) The insurance required by this Section 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.
 - (3) 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.
- B. 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, 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.
- C. 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.

10. **TERMINATION**

- A. Termination by the Parties.

- (1) 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 delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.
- (2) Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

11. ADMINISTRATION

GWMA's representative for administration of this Agreement, is the Executive Officer of the GWMA, or such other person designated in writing by the Executive Officer ("Project Manager"). Consultant's representative for administration of this Agreement is Craig Park ("Consultant's representative"), unless notified in writing by Consultant that additional representatives are authorized.

12. NOTICES

Any routine administrative communication between the Project Manager and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section. All notices shall be delivered to the parties at the following addresses:

If to GWMA:	Gateway Water Management Authority Attn: Grace Kast 16401 Paramount Blvd. Paramount, Ca 90723 email: gracekast.gateway@gmail.com
-------------	---

If to Consultant: Koa Consulting
Attn: Kekoa Anderson
419 Main Street, Suite 32
Huntington Beach, CA 92648
Email: kekoa@koaconsulting.net

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.

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.

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.

16. **MODIFICATION**

This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Project Manager or GWMA Chair.

17. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The GWMA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section. At all times during the term of this Agreement,

Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the GWMA.

19. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

The parties are signing this Agreement on the effective date.

GWMA:

Los Angeles Gateway Region Integrated
Regional Water Management Authority

By: _____
Print Name: Christopher S. Cash, Chair

CONSULTANT:

Koa Consulting

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(Please note: Two signatures required for corporations pursuant to California Corporations Code Section 313.)

EXHIBIT “A”
CONSULTANT SCHEDULE OF FEES

Please see attached

Section 8 – Billing Rate Schedule

Staff

Word Processing/Support/Administrative	\$ 75.00
CADD Technician/Graphical Designer	\$ 120.00
Design Engineer.....	\$ 150.00
Environmental Planner	\$ 175.00
Project Engineer	\$ 185.00
Project/Program Manager.....	\$ 215.00

Reimbursables

Photo Copies (B&W 8.5"x11").....	\$ 0.10 each
Photo Copies (B&W 11"x17").....	\$ 0.20 each
Color Copies (8.5"x11").....	\$ 1.50 each
Color Copies (11"x17").....	\$ 2.50 each
Large Format Copies (B&W).....	\$ 0.20 per sqft
Mileage	\$ GSA Mileage Rate*

* GSA Mileage Rate subject to change

All other direct costs, such as reproduction, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor, will be billed at cost plus 15%.



Planning – Environmental - Engineering

February 28, 2018

Mrs. Grace Kast
Executive Officer
Gateway Water Management Authority
16401 Paramount Blvd.
Paramount, CA 90723

Subject: Gateway Water Management Authority - Augmentation of Services in Support of GWMA and COG Water-Related Coordination Activities. Work Assignment No. 1 (WA-1)

Dear Mrs. Kast:

Koa Consulting, Inc. is pleased to submit this proposal to the Gateway Water Management Authority to provide **Augmentation of Services in Support of GWMA and COG Water-Related Coordination Activities WA-1**. As part of this work assignment, we will enhance existing water-related coordination efforts between the two Joint Powers Authorities by facilitating program coordination, managing funding strategies and coordinating grants, providing program management functions, facilitating coordination meetings with various stakeholder agencies, preparing the Program Visioning & Integration Report, and providing Stakeholder & Public Engagement updates for the GWMA and GCCOG Programs.

It is our understanding that if accepted, the scope of work for this proposal and the fee schedule will be added to the existing agreement between Koa Consulting and GCCOG. GWMA and GCCOG will enter into a separate agreement regarding payment for services under this scope of work.

Scope:

The assignment is anticipated to consist of the scope of services provided in **Exhibit “A”**.

Schedule:

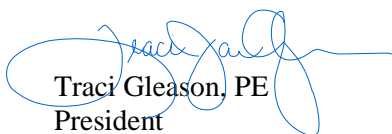
The period of performance, based on the attached scope of services, is for one calendar year from the Notice to Proceed date.

Fee:

Our **2018 Rate Schedule** is attached as **Exhibit “B”**. The **Fee Summary Table** with supporting task detail estimates **\$75,000.00**, attached as **Exhibit “C”**, and will be billed on a time and material basis in accordance to the terms of the agreement with GCCOG.

Should you have any questions, please do not hesitate to contact me at (949) 300-7910 or traci@koaconsulting.net.

Respectfully submitted,



Traci Gleason, PE
President

Attachments

Cc: Kekoa Anderson, PE

Exhibit “A”

Scope of Work for Augmentation of Services Related to GWMA and COG Coordination Activities

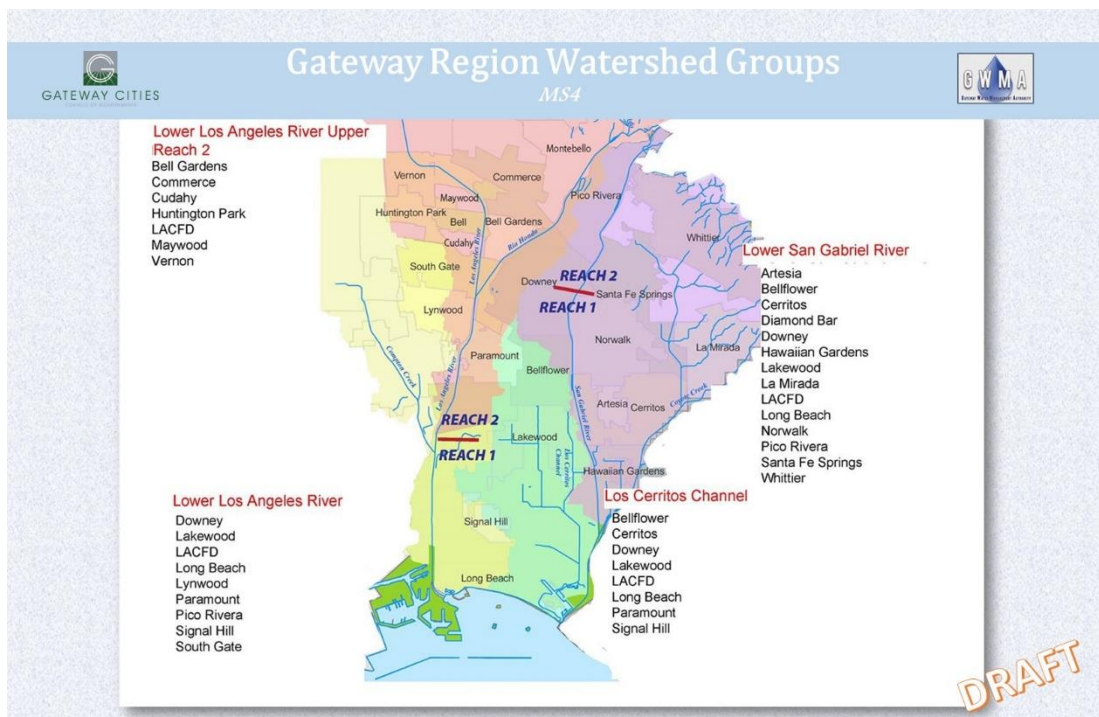
Task 1 Program Coordination between COG and GWMA

The assignment is anticipated to consist of providing program and technical coordination by augmenting existing efforts between the COG and GWMA related to over-lapping water-related issues and potential multi-benefit programs and projects. This task includes technical and administrative support for GWMA including attendance of meetings with consultants, providing oversight, input and review of materials produced, as well as assisting with preparation of Request for Proposals (RFP) and evaluation.

1.a Board, Watershed Group & Project Meetings

We will attend and participate, if needed in the following meetings including:

- GWMA Board Meetings (Monthly)
- GWMA Regional Watershed Groups Meetings (Monthly) ***See Exhibit Below for Watersheds***
- COG/GWMA Coordinating Committee (Quarterly)
- Water Agencies, Cities & Other Related Program Meetings (As needed)



As part of these meetings, we will provide written and oral report updates on our Visioning and Regional Integration Program and Funding Strategies & Grants Program. Additionally, we will provide as needed any planning, technical, funding strategy, outreach and working group summaries.

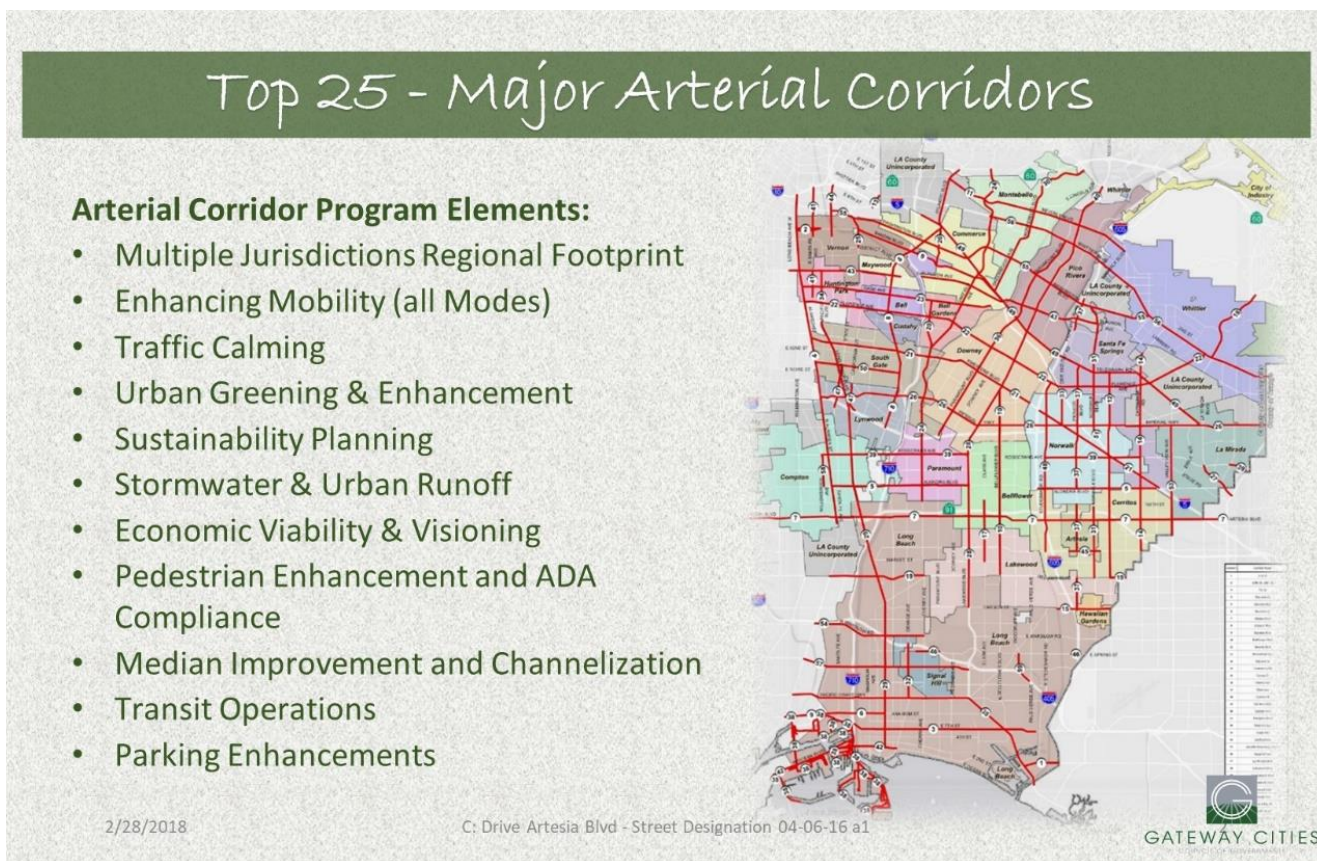
1.b Visioning & Regional Integration Program

The Visioning & Regional Integration Program effort is all about coordinating activities with the GWMA and the GCCOG programs. The purpose will be to capture all the various independent local visioning and programs, and promote consistency with the regional projects, while leveraging funding between all the programs and projects. Optimizing the benefits to the region with the greatest rate of return on our investment, though shared funding avenues and project coordination.

Regional Planning Focus

The goal of the Visioning & Regional Integration Program would be to evaluate and incorporate the existing projects and on-going studies and develop them into a formally adopted Visioning & Regional Integration Program Summary Report.

The Visioning & Regional Integration Program will be prepared with the coordination of programs like the example below for the Arterial Corridors



The Visioning & Regional Integration Program will address impact and benefits issues concerning the Region's resources and the physical environments as they apply to, but limited to, the following focus areas:

- Watershed Master Plans
- Open Space and Habitat Management
- Urban Greening Planning
- Park Design
- Urban Revitalization
- Planning for Climate Change
- Low Impact Development (LID)
- Community Stewardship
- Conservation Plans

As part of the Visioning & Regional Integration Program, the preparation of various visual tools for renderings, presentations, reports, public outreach, concept evaluations, and general graphics will be prepared.

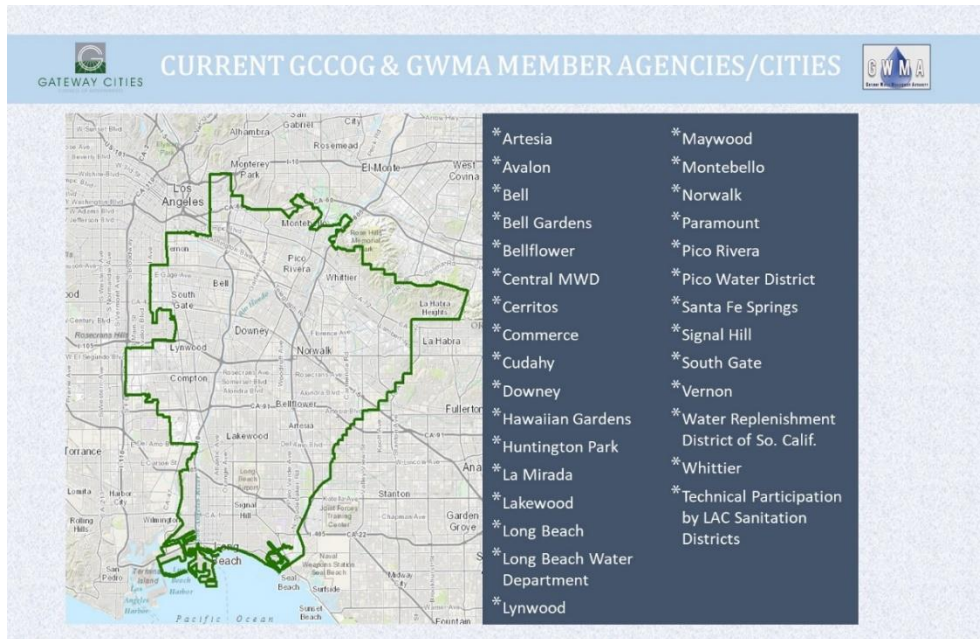
These exhibits will be developed utilizing a variety of graphic design tools including 3D architectural renderings, 3D civil designs, site plan illustrations, aerial pictures, and visualizations throughout the course of the Program Visioning & Integration development.

***See graphic design example below for "Livability Focus" ***



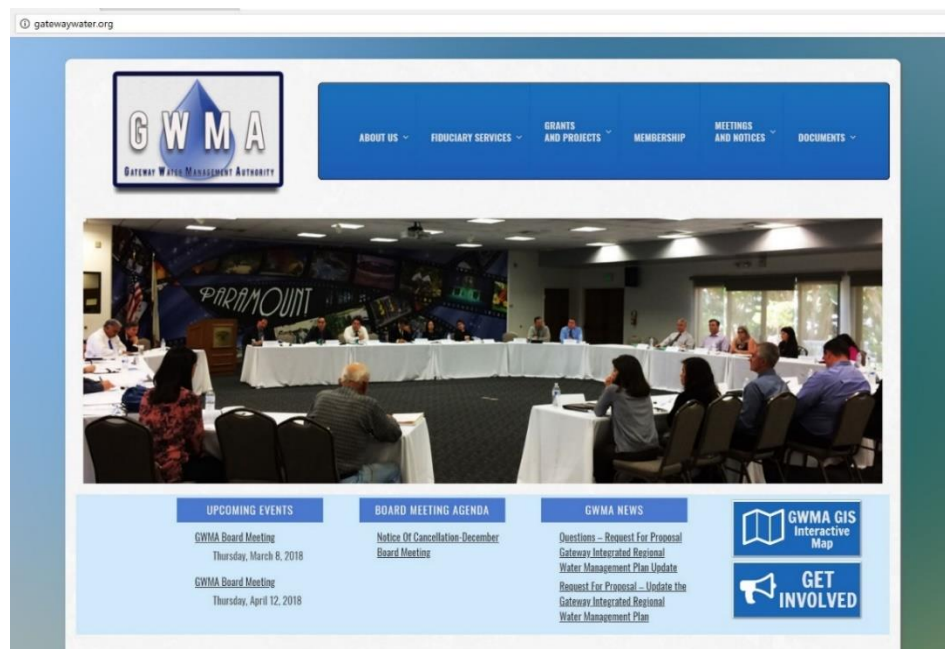
1.c City Council, City Staff and other Public Meetings

We will attend and participate with City Council, City Staff and other Public Meetings as well as provide updates at meetings of the Visioning & Regional Integration Program, funding strategy and grant planning elements. ****See Exhibit below for Member Agencies & Cities****



1.d Web Site Management Coordination

Web Site updates are an important part of the Stakeholder & Public Engagement process, as well as the Funding Strategies and Grants Program. We will coordinate web site updates, to assure the program information and links are current with our on-going efforts.



Deliverables:

<i>Deliverables for Task 1:</i>
Attend Project Meetings & Assist with Action Item Coordination
Visioning & Regional Integration Program Participation, Exhibits & Summary Report
Prepare for & Attend City Staff and other Public Meetings
Coordinate and Provide Current Information for Website Updates

Task 2 Funding Strategies & Grants Coordination Program

The GCCOG and GWMA collaboration allows for regional and nationally significant projects to move forward towards implementation with consensus. Our Funding Strategies & Grants Coordination program will identify priority projects and encouraging program stakeholders to put forward their best and most creative ideas for innovatively addressing the challenges they are facing. Demonstrating and evaluating a holistic, integrated approach to improving performance within the region and integrating this approach by getting programs funded. Addressing how emerging transportation and surface water; technologies, and applications can be integrated with existing and proposed systems to benefit the region.

2.a Funding Strategy

Gateway Cities has spent considerable effort in creating a comprehensive subregional plan, the Gateway Cities Strategic Transportation Plan (STP), which contains transportation projects from all GCCOG jurisdictions and analyzes relationships and impacts amongst these projects. The COG cities are currently prioritizing their projects.

GWMA has spent considerable effort in creating a comprehensive Integrated Regional Water Management Plan (IRMWP) and becoming a part of the larger Greater LA IRWM Plan, which contains water related projects from all GCCOG jurisdictions and analyzes relationships and impacts amongst these projects. GWMA also provides support to several watershed groups and efforts.

It will be our goal to help coordinate and identify possible funding strategies to prioritize and optimize the benefits to the region with the greatest rate of return on our investment, though shared funding avenues and project coordination.

2.b Grants

As part of the COG/GWMA Funding Strategies and Grants Coordination Program, we will discuss joint legislative, project and grant opportunities. We will review these opportunities and solicit input from our members and watershed groups. Assigning priorities regarding grant opportunities that GWMA and GCCOG can pursue on behalf of its members with the following:

- State and Regional Boards
- Caltrans Districts and Headquarters
- Local Municipal NPDES Agencies (Cities and Counties)
- Other Stakeholders

We will support the GWMA in the identification and preparation of grants in addition to assisting GWMA staff in seeking proposals from its On-Call Consultants or others, if necessary to request grant writing or other related expertise on these or any potential grant applications.

Some upcoming grants being tracked include the following:

- Urban and Community Forestry Program California Climate Investments Grants
- Natural Resources Urban Greening Grant
- Prop 1 Stormwater Grant Round 2 - Implementation (late 2018/early 2019)
- Prop 1 Integrated Regional Water Management Implementation Grant – (early 2018)

2.c Other Services

As requested by GWMA and within the not-to-exceed limits, if additional technical support is needed, Koa Consulting will provide general grant, technical and engineering review and expertise.

Deliverables:

<i>Deliverables for Task 2:</i>
Prepare Funding Strategies Plan
General Grant Identification and Coordination Support



419 MAIN STREET, SUITE 320, HUNTINGTON BEACH, CA 92648

EXHIBIT "B"

2018 RATE SCHEDULE

Staff

Word Processing/Support/Administrative	\$ 75.00
CADD Technician/Graphical Designer.....	\$ 120.00
Design Engineer.....	\$ 150.00
Environmental Planner	\$ 175.00
Project Engineer	\$ 185.00
Project/Program Manager	\$ 215.00

Reimbursables

Photo Copies (B&W 8.5"x11")	\$ 0.10 each
Photo Copies (B&W 11"x17")	\$ 0.20 each
Color Copies (8.5"x11")	\$ 1.50 each
Color Copies (11"x17")	\$ 2.50 each
Large Format Copies (B&W)	\$ 0.20 per sqft
Mileage.....	\$ GSA Mileage Rate*

* GSA Mileage Rate subject to change

All other direct costs, such as reproduction, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

NOTE: All costs and rates are effective January 1, 2018, and subject to annual increase.

Printed 3/1/2018

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

DATE APPROVED BY GWMA BOARD: 6/9/2016

GATEWAY WATER MANAGEMENT AUTHORITY
POLICY

GOODS AND SERVICES

As a public agency, GWMA is committed to ensuring a proper procedure for procuring Goods and Services is in place. It is designed as a guiding document for the staff and the Board to follow. In doing so, it is recognized that occasionally circumstances may arise where it is in GWMA's best interest to deviate from them. In such cases, the Executive Officer will bring the need to the Chair's attention.

Purchasing of Goods is defined as a purchase and/or lease of equipment, materials, and supplies.

Procurement of Services is defined as delivery or provision of skills, expertise, goods and/or actions (excludes maintenance services).

A. GWMA'S COMMITMENT

1. Provide a cost effective, open, and transparent, competitive bidding and purchasing process that serves the interests of GWMA's stakeholders and constituents.
2. Obtain appropriate levels of approval in accordance with GWMA's established processes and administrative procedures.
3. Ensure that supplies, equipment, and materials are secured through a process that eliminates any form of favoritism or otherwise excludes qualified providers from the competitive bidding process.
4. Promote the principles of equal employment in its contract activities by assuring that those seeking to do business with the GWMA are treated equally and are not discriminated against because of race, religion, color, national origin, ancestry, disability, etc.

B. PURCHASES

1. Chair may authorize purchases of Goods less than \$10,000. For purchases up to and including \$2,500 multiple quotes are not required. For purchases of Goods of more than \$2,500 and up to \$10,000, 3 written quotes are encouraged.
2. Purchases of Goods above \$10,000 are subject to a bidding process which requires at least (3) three written quotations from a vendor/supplier for the selection of the lowest responsive and responsible bidder .. GWMA Board approval is required. In determining the lowest responsive and responsible bidder, the following will be considered:
 - a. Price
 - b. Quality of goods offered
 - c. Ability and capacity to provide goods
 - d. References
3. Emergency Purchases - Since emergency purchases do not normally provide GWMA an opportunity to obtain competitive quotes, or properly encumber funds committed, sound judgment will be used in keeping such orders to an absolute minimum. Emergency purchases may be authorized by the Chair without 3 quotations/bids when time is of the essence and will only be made for the following reasons:
 - a. To preserve, or protect life, health or property;
 - b. Upon natural disaster; or
 - c. To forestall a shutdown of essential public services

Emergency purchases of over \$10,000 shall be presented to GWMA Board for ratification at the next GWMA meeting.

C. SERVICES AND OTHER MISCELLANEOUS ACTIVITIES (Services that do not include maintenance and operations)

1. Chair may authorize a Service contract of less than \$10,000. For services up to and including \$2,500, multiple bids are not required. For services more than \$2,500 and up to \$10,000, 3 bids are encouraged.
2. Procurement of Services above \$10,000 are subject to a Bidding process which requires at least (3) three written bids. GWMA Board approval is required for selection of the lowest responsive and responsible service provider. In determining the lowest responsive and responsible bidder, the following will be considered:
 - a. Price
 - b. Quality of services offered
 - c. Ability and capacity to provide services
 - d. References
3. Procurement of Emergency Services - Since emergency services do not normally provide GWMA an opportunity to obtain competitive bids, or properly encumber funds committed, sound judgment will be used in keeping such orders to an absolute minimum. Emergency purchases may be authorized by the Chair without 3 quotations/bids when time is of the essence and will only be made for the following reasons:
 - a. To preserve, or protect life, health or property;
 - b. Upon natural disaster; or
 - c. To forestall a shutdown of essential public services

Procurement of Emergency services of over \$10,000 shall be presented to GWMA Board for ratification at the next GWMA meeting.

D. EXCEPTIONS

1. Sole Source
 - a. A sole source contract may be justified with one or more of the following factors. The contract shall adhere to the appropriate levels of approval as established in this guideline:
 - i. The uniqueness of a vendor's capabilities or goods offered to meet the needs of GWMA as compared to other vendors.
 - ii. There is only one viable provider of the required service in the geographic area.
 - iii. The prior experience of the proposed vendor is vital to the goods or services.
 - iv. The facilities, staff or equipment the proposed vendor has that are specialized and vital to the services required.
 - v. Vendor possesses existing equipment maintenance programs or contracts.
 - vi. After a solicitation of a number of sources, competition is determined to be inadequate.
 - vii. Patent rights or copyrights or secret processes the vendor possesses, compatibility with existing GWMA goods.
 - b. A sole source contract may be requested by a watershed group under an MOU with GWMA.

2. Contracts for actual emergency work.

E. AMENDMENTS

1. Changes to this policy may be made by a majority vote of the GWMA Board at any time.