

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



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

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

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, August 9, 2018 at 12:00 p.m.  
Progress Park Plaza, 15500 Downey Avenue, Paramount, CA**

**1. Roll Call**

**2. Determination of a Quorum**

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

**4. Oral Communications to the Board**

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

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 Consent Calendar: (Acted as one item unless withdrawn by request)**

- a. Minutes of the Board Meeting of July 12, 2018 (Enclosure)
- b. Approve the Warrant Register for August 2018 as presented (Enclosure)
- c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure)

**6. Resolution 2018-3 – A Resolution Commending Toni Penn (Enclosure)**

**7. Receive and File - Status Report Update on GWMA Funding Strategy & Grants Program (Enclosure)**

**8. Discussion/Action Regarding GWMA's General and Single Audit for FY2017/18 (Enclosure)**

- a. Retain Fedak & Brown LLP to conduct GWMA's FY2017/18 audit and single audit in an amount not to exceed \$17,842.00.
- b. Authorize staff to make a budget line item transfer from GWMA's general reserves to the audit budget line item in the amount of \$4,842.
- c. Authorize the Executive Offer to sign the Commitment Letter with Fedek & Brown LLP on behalf of the GWMA.

**Lisa Rapp (Lakewood), 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. Gateway Region Watershed Management Groups Oral Reports**

- 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

**10. Executive Officer's Oral Report**

**11. Directors' Oral Comments/Reports**

**12. CLOSED SESSION**

- a. Public Employee Appointment/Employment  
Government Code Section 54957  
Title: Executive Officer

**13. Resume Regular Meeting and Provide Closed Session Report**

**14. Discussion/Action Regarding Koa Consulting Agreement (Enclosure)**

- a. Approve the Professional Services Agreement attached as Attachment A with Koa Consulting for GWMA Program Management in amounts not to exceed \$270,657 for Executive Officer services and \$68,750 for COG Coordination Services, retroactive to August 1, 2018 for a term of 11 months;
- b. Authorize the Chair to execute the proposed Professional Services Agreement with Koa Consulting; and
- c. Direct the Chair to provide a notice of termination of the existing contract with GK Consulting as of July 31, 2018 and direct GK Consulting to provide no further services for the GWMA as of that date.

**15. Adjournment**

**Lisa Rapp (Lakewood), 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*

AGENDA ITEM NO. 5A

**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY  
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY  
BOARD  
AT PARAMOUNT, CALIFORNIA  
THURSDAY, JULY 12, 2018**

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

Chair Lisa Rapp called the meeting to order at 12:13 p.m. Roll was called by Ms. Penn and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Jordan Monroe	Avalon
Robert Linton (alternate)	Bell
Len Gorecki	Bell Gardens
Mike O'Grady (alternate)	Cerritos
Gina Nila	Commerce
Dan Mueller (alternate)	Downey
Christina Dixon (alternate)	Huntington Park
Marlin Munoz (alternate)	La Mirada
Lisa Rapp	Lakewood
Christopher Garner	Long Beach Water Dept.
Adriana Figueroa	Norwalk
Sarah Ho (alternate)	Paramount
Hannah Shin-Heydorn (alternate)	Signal Hill
Gladis Deras (alternate)	South Gate
Claudia Arellano (alternate)	Vernon
Phuong Nguyen (alternate)	Whittier
Ester Rojas (alternate)	Water Replenishment District

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

Grace Kast	Executive Officer
Toni Penn	Admin/Accounting Manager
Bill Minasian	Downey Resident
Kekoa Anderson	Koa Consulting
Virginia Fowler	LA County Flood Control District
Traci Gleason	Koa Consulting
Andrew Thomas	WRD
Councilman Oley Olsen	Avalon
Melanie Winter	The River Project

Johnathan Perisho  
Charlie Honeycutt  
Desi Alvarez  
Jane Tsong

The River Project  
Signal Hill  
MCM Management Co.  
WCA

### **ITEM 3- ADDITIONS TO THE AGENDA**

None.

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

None.

Director Garner entered at 12:16 p.m.  
Director Nguyen entered at 12:24 p.m.  
Director Figueroa entered at 12:25 p.m.

### **ITEM 5 – PRESENTATION: THE RIVER PROJECT**

Ms. Melanie Winter and Mr. Johnathan Perisho from The Water Project gave a presentation on the Nature-Based Distributed Projects. They discussed the project and its multiple benefits.

### **ITEM 6 – CONSENT CALENDAR**

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

**AYES: MONROE, LINTON, GORECKI, O’GRADY, NILA, MUELLER, DIXON, MUNOZ, RAPP, GARNER, FIGUEROA, HO, SHIN-HEYDORN, DERAS, ARELLANO, NGUYEN**

**NOES: NONE**

**ABSTAIN: MINUTES ONLY: ROJAS**

Director Gorecki left at 1:14 p.m.

### **ITEM 7 – STATUS REPORT UPDATE ON GWMA FUNDING STRATEGY AND GRANTS PROGRAM**

Mr. Kekoa Anderson, Koa Consulting, provided the Board with a status update on GWMA Funding Strategy and Grants Program (“Program”). He stated that he was currently

developing the draft GWMA Funding Strategy & Grants program while at the same time beginning to identify candidate projects and priorities for the current grants that were now active. He stated that as the information became more defined over the next few months, he would be seeking direction from the GWMA on how the Board wanted to fund the cost of grant applications. He stated that it was likely GWMA, on behalf of watershed groups or other regional project groups, could be applying for several grants over the 2019 fiscal year.

Director Nila moved to: 1) authorize staff to identify up to 5 projects for inclusion in the Greater LA Prop 1 IRWM Implementation Grant cycle for GWMA Board review, approval, and consideration to fund grant application costs through engagement with the County of LA for the preparation and submittals of the Prop 1 IRWM Implementation Grant Application; and 2) upon final direction from the LA River Upper Reach 2 Group, authorized staff to develop a draft agreement for GWMA to act as the Grant Applicant for the following project: Cities of Bell Gardens and Cudahy for the Asmus, Shull Park and River Road Park water quality and urban greening improvement at the LA River. The motion was seconded by Director Deras and was approved by the following voice vote:

**AYES: MONROE, LINTON, O'GRADY, NILA, MUELLER, DIXON,  
MUNOZ, RAPP, GARNER, FIGUEROA, HO, SHIN-HEYDORN,  
DERAS, ARELLANO, NGUYEN, ROJAS**

**NOES: NONE**

**ABSTAIN: NONE**

**ITEM 8 – APPROVE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT WITH ANCHOR QEA, LLC FOR THE HARBOR TOXIC  
DOWNSTREAM GROUP**

Ms. Kast reported that in March, GWMA issued a Request for Proposal for the Harbor Toxic regional and monitoring reporting for the Harbor Toxic Downstream Group. She stated that the deadline to submit a proposal was on April 9<sup>th</sup> and that GWMA received three proposals. She indicated that, after careful review of the proposals received, the Harbor Toxic Downstream group had elected to continue with Anchor QEA, LLC. She stated that the Harbor Toxic Downstream Group had requested that GWMA amend the Professional Services Agreement between GWMA and Anchor QEA, LLC to further extend the Agreements expiration date from December 31, 2019 to December 31, 2024, increase the Consultant's compensation to an amount not to exceed \$3,768,533 to cover the extended expiration date, incorporate Consultant's proposed rate sheet into the Agreement and to amend the Services set forth in Exhibit A of the Agreement. The motion was seconded by Director Figueroa and was approved by the following voice vote:

**AYES:** MONROE, LINTON, O'GRADY, NILA, MUELLER, DIXON,  
MUNOZ, RAPP, GARNER, FIGUEROA, HO, SHIN-HEYDORN,  
DERAS, ARELLANO, ROJAS

**NOES:** NONE

**ABSTAIN:** NGUYEN

Directors Ho and Rojas left at 1:20 p.m.

**ITEM 12 – GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL REPORT**

Lower Los Angeles River Upper Reach 2 Watershed Group

Director Nila reported that a Request for Proposal had been released for the design of the Ford Park project of which GWMA was the Grant Awardee.

Lower Los Angeles River Watershed Group

Director Deras reported that the next meeting of the Watershed Group would be held on July 23<sup>rd</sup>.

Los Cerritos Channel Watershed Group

None.

Lower San Gabriel River Watershed Group

None.

**ITEM 13 – EXECUTIVE OFFICER'S ORAL REPORT**

None.

**ITEM 14 – DIRECTORS' ORAL COMMENTS/REPORT**

Director Monroe introduced City of Avalon's Councilman Oley Olsen who was attending today's meeting to get a better understanding of GWMA's activities.

Director Deras invited the GWMA and public to attend the first SELA Arts Festival at the LA River on July 21, 2018 from 5:00 p.m. to 10:00 p.m. in the LA River Channel.

The meeting was adjourned at 1:22 p.m.

---

Adriana Figueroa, Vice-Chair

---

Date

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



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

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

August 9, 2018

## **SECTION NO. 5B Approve the Warrant Register for August 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 August 2018 in the amount of \$180,173.33 are submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

### **FISCAL IMPACT:**

The Warrant Registers totals \$180,173.33. Funds to cover payment are available in the GWMA budget.

### **RECOMMENDATION:**

Approve the Warrant Register for August 2018 as presented.

**Lisa Rapp (Lakewood), 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 5b**  
**WARRANT REGISTER**  
Disbursement Journal  
August-18

Invoice Date	Vendor	Invoice Number	Description	Amount
	Alliant Insurance	83035	GWMA Commercial Crime Insurance	\$ 1,000.00
	Anchor QEA	57589	Harbor Toxics TMDL Monitoring for FY 16/17	\$ 9,011.75
	Anchor QEA	57590	Harbor Toxics TMDL Monitoring for FY 17/18	\$ 7,015.51
	City of Paramount	3921	Rent - August 2018	\$ 351.51
	City of Paramount	3925	Reimbursement for August Meeting Expenses	\$ 21.95
	CliftonLarsenAllen	1867207	Professional Accounting Services	\$ 1,500.00
	CWE	18206	LAR UR2 WMP Implementation	\$ 17,971.65
	Gateway Cities COG	7/31/2018	Reimbursement for Office Supplies	\$ 560.32
	GK Consulting	18-7-GWMA	Professional Mgmt and Accounting Services	\$ 25,000.00
	Joe A Gonsalves & Son	156724	Legislative Advocacy Services for August	\$ 2,083.00
	John Hunter & Associates	GANPSG0518	LSGR WMP Implementation for May	\$ 45,078.43
	John Hunter & Associates	GANPLA0618	LLAR WMP Implementation for June	\$ 19,524.39
	John Hunter & Associates	GANPSG0618	LSGR WMP Implementation for June	\$ 28,627.92
	John Hunter & Associates	GAHT0618	Harbor Toxics Upstream	\$ 8,476.50
	Koa Consulting	K114-01-01R	GWMA/COG Funding Strategy/Program - May	\$ 6,250.00
	Koa Consulting	K114-01-02R	GWMA/COG Funding Strategy/Program - June	\$ 6,250.00
	Richards Watson Gershon	217813	Legal Services - General	\$ 470.49
	Richards Watson Gershon	217814	Legal Services - Harbor Toxic	\$ 585.71
	Rodger's Catering	30014	Meeting Expenses	\$ 394.20
				<b>\$ 180,173.33</b>

Reviewed and Approved by:

  
Kelli Tunnicliffe, 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*

August 9, 2018

**SECTION NO. 5C: 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>\$87,735.81</u>	Expenditures for Legal Counsel services through June 2018
\$ 264.19	Remaining budget amount available through June 30, 2018

**FISCAL IMPACT:**

The total expenditures for Legal Counsel services through June 2018 total \$87,735.81. Funds to cover payment are available in the GWMA budget.

**RECOMMENDATION:**

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

**Lisa Rapp (Lakewood), 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. 6

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



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

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

### RESOLUTION 2018-3

#### A Resolution of the Gateway Water Management Authority Recognizing and Commending Toni Penn

**Whereas**, GWMA was established for the purpose of creating a regional water management group to develop and implement regional, multi-benefit projects and activities on behalf of the Gateway Cities and Agencies in Southeastern Los Angeles County; and

**Whereas**, Toni Penn was retained by GWMA in 2013 to provide administrative, clerical and accounting services; and

**Whereas**, Toni Penn was instrumental in the transition from having a Lead Agency to GWMA having its own internal accounting processes and provided numerous hours towards the development and implementation of GWMA's policies and procedures; and

**Whereas**, Toni Penn dedicated many hours of her time to fulfill and support the administrative and financial duties required to make GWMA successful; and

**Now Therefore Be It Resolved**, it is with great appreciation that this recognition is given by the Board of the Gateway Water Management Authority on behalf of the 2 million residents it represents in the Gateway Region.

---

Lisa Ann Rapp, Chair

---

Date

**Lisa Rapp (Lakewood), 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*



August 9, 2018

## **SECTION 7: Status Report Update on GWMA Funding Strategy & Grants Program**

### **BACKGROUND:**

#### **GWMA Funding Strategy & Grants Program FY-2018**

The goal of the GWMA Funding Strategy & Grants Program FY-2018 is to coordinate and identify possible funding strategies and to prioritize and optimize the benefits to the region with the greatest rate of return on our investment through shared funding avenues and program coordination.

#### **Existing Regional Program Coordination**

- The **Greater Los Angeles IRWMP's (OPTI system)**. Based on the GWMA Board Meeting on May 14, 2018, staff was directed not to update the GWMA IRWMP and only pursue project grants using the Greater Los Angeles IRWMP, which will contain all water related projects for all four watershed groups of the Gateway Region.
- The **Gateway Cities Strategic Transportation Plan (STP)** contains a comprehensive sub-regional plan of transportation projects from all Gateway Cities jurisdictions and analyzes relationships and impacts amongst these programs.
- The **Lower Los Angeles River Revitalization Plan**, developed collaboratively by a 39 member working group and various elected officials, provides a strategic opportunity to support the projects that were identified through this community-based planning exercise. Through this plan, over 155 river-related and adjacent projects were identified for purposes of revitalizing the Lower Los Angeles River and its tributaries.

### **DISCUSSION:**

The following discussion items provide an update on the current scope of work of the GWMA Funding Strategy & Grants Program:

#### ***a) Upcoming Coordination Meetings:***

##### *Upcoming Meetings:*

- |  |                    |
|--|--------------------|
| • GCCOG/GWMA Joint Committee Meeting                     | August 6, 2018     |
| • RMC Board Meeting                                      | September 24, 2018 |
| • Implementation Advisory Group (IAG)                    | August 22, 2018    |
| • Lower Los Angeles River UR2 Watershed Group            | September (TBD)    |
| • Greater LA IRWM – Lower SG/Lower LA Steering Committee | August 20, 2018    |
| • Los Cerritos Channel Watershed Group                   | August 16, 2018    |

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunnick (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*

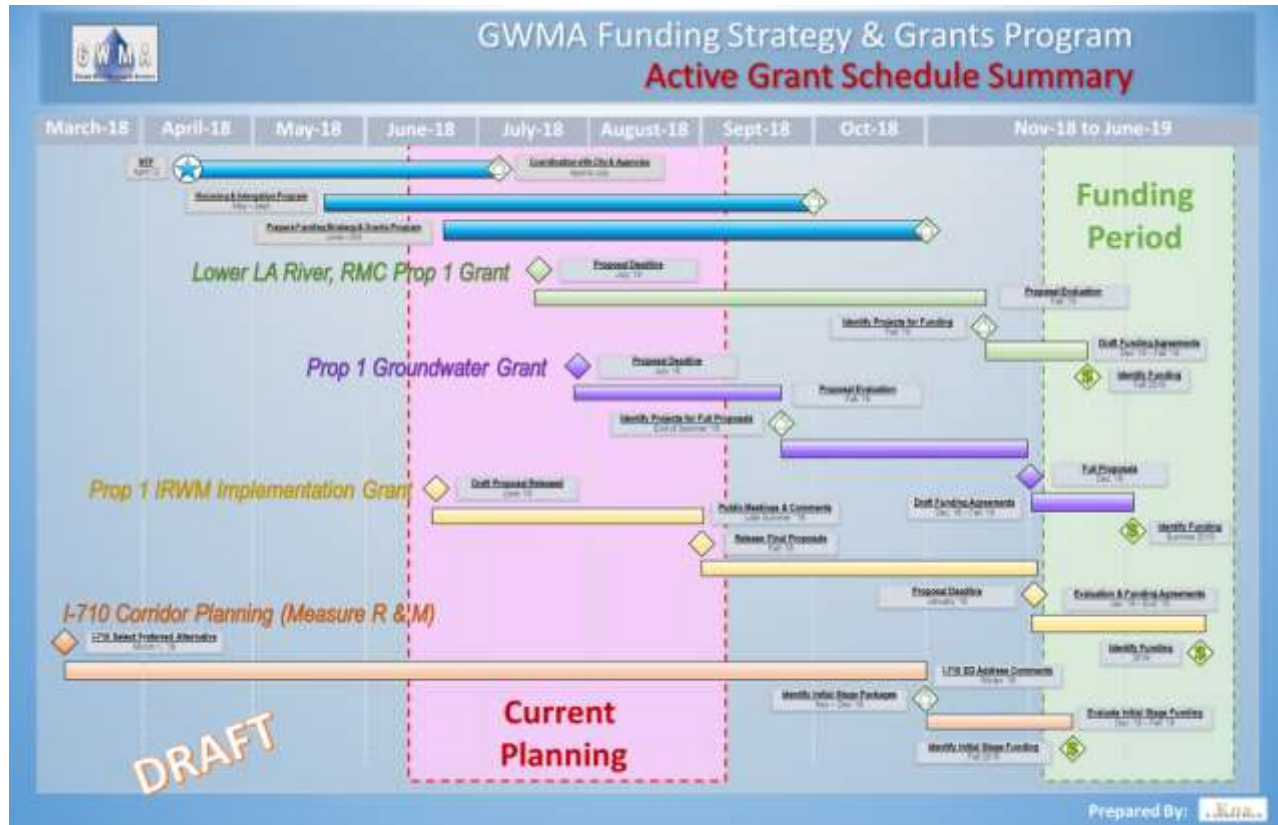
- Lower San Gabriel River Watershed Group
- Lower Los Angeles River Watershed Group

August 16, 2018

August 27, 2018

## b) Grant Program Schedule Overview:

The “living” Program Schedule Overview identifies the major milestones and activities required to meet the grant programs of the GWMA Funding Strategy.



This Program Schedule Overview will continue to be developed over the months to come.

## c) Grant Program Overview:

We are currently beginning to identify candidate projects and priorities for the current grants that are now active. Based on preliminary Screening of Grant requirements, the following areas should be considered when developing candidate projects:

Grant Focus Areas & Objectives:

- Improve Water Quality
- Improve Surface Water Quality
- Enhance Habitat/Protect and Restore Ecosystems
- Enhance Open Space & Recreation
- Reduce Flood Risk
- Address Climate Change & Develop Reliable Water Supply
- Identify Sustainable and Integrated Financing Opportunities



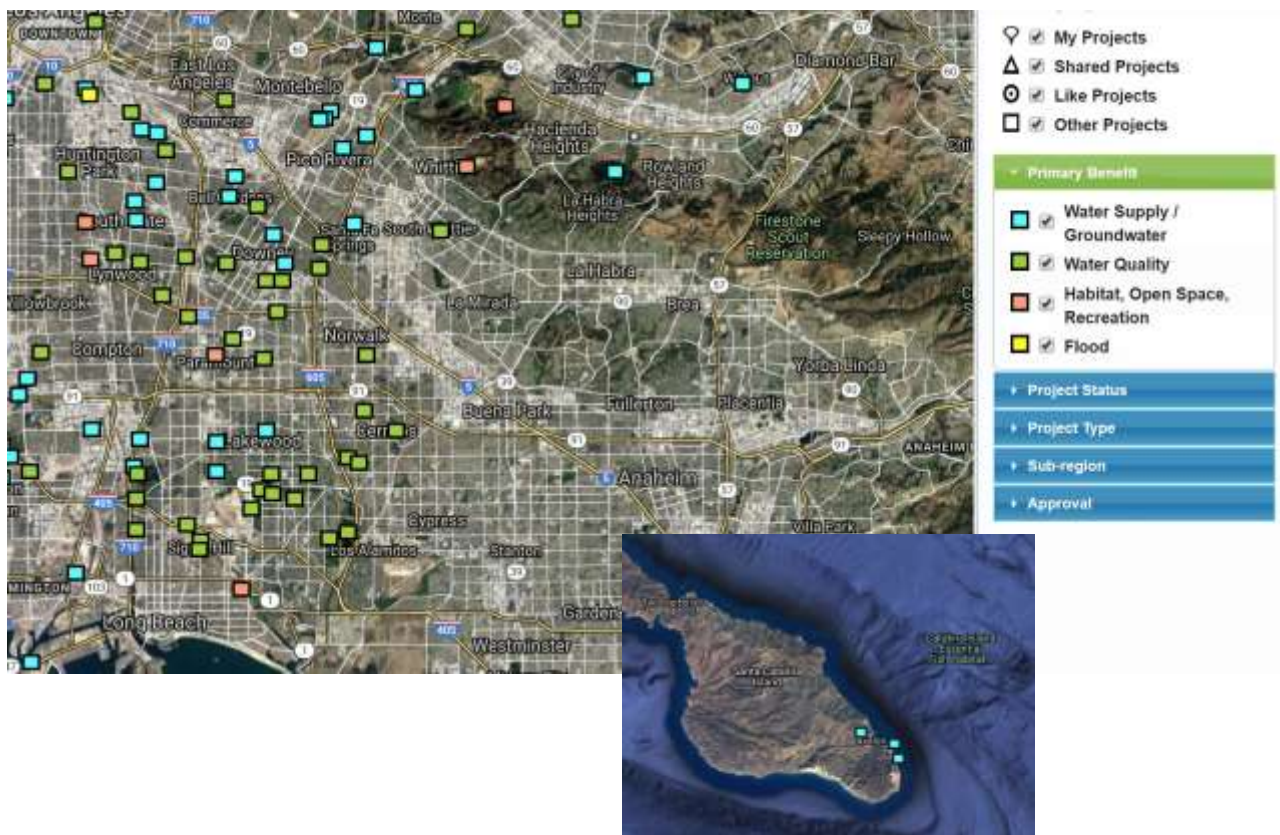
#### d) Greater Los Angeles IRWMP - OPTI System Update

Continued work on updating the existing GWMA IRMWP Projects into the Greater Los Angeles IRWMP's project database, which will contain all water related projects from the Gateway Region. This undertaking includes the following steps:

1. Evaluation of the project listings in the Greater Los Angeles IRWMP OPTI system, determined many GWMA projects were missing, coded incorrectly, completed or in need of updated information. *\*\*On-going Process\*\**
2. Utilizing the existing GWMA IRMWP project listings and the four Watershed Management Plan Priority projects, focused on identifying and updating the OPTI system projects so that the Greater Los Angeles IRWMP is current and represents the active projects of the GWMA. *\*\*Focus discussions with the Water Districts & Cities Water Departments, which is on-going\*\**
3. Discuss the draft Prop 1 IRWM Grant Implementation schedule, process and review projects in OPTI in order to establish a baseline of current projects within the sub-region. Assure that all priority projects for the active grants are updated in OPTI as soon as possible.
4. All new projects must be presented to and accepted by the Lower SG/LA Subregion Steering Committee in order for them to be included in the Greater LA IRWM Plan and eligible for grants.

The update and maintenance of the Greater Los Angeles IRWMP OPTI database will be an on-going exercise for the GWMA (as this is a living document). However, the steps we complete over the next month or two will greatly improve the level of completion and detail while at the same time covering the projects that will be potential applicants on the current Active Grant List.

*\*\*Below is map of All Projects Currently listed in OPTI (as of 7-31-18)\*\**



## **FISCAL IMPACT:**

Currently we are identifying the program and projects that will determine the fiscal impact. As the information becomes more defined over the next months, we will be seeking direction from the GWMA Board on potential projects and if GWMA will fund the cost of grant applications. Likely GWMA, on behalf of watershed groups or other regional project group(s), could be applying for several grants over the 2019 fiscal year.

## **RECOMMENDATIONS:**

Receive and File Status Report Update on GWMA Funding Strategy & Grants Program.

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



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

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

August 9, 2018

## **SECTION 8 – Discussion/Action Regarding GWMA's Audit for FY 2015/16**

### **SUMMARY**

It is now time to prepare the FY 17/18 Audit. Fedak & Brown was selected by the Board last year after a Request for Proposal process. Their first audit for GWMA was FY 2016/17 and it is the recommendation of GWMA's Accounting Consultant to continue to engage the same auditor. The enclosed engagement letter from Fedak & Brown LLP proposes to conduct the audit. GWMA's Treasurer will remain as the Controller of GWMA for auditing purposes. A single audit will be required for FY17/18 due to GWMA's federal grant.

### **FISCAL IMPACT:**

The total cost to complete the audit for FY2017/18 will not exceed a total of \$17,842. The adopted budget includes an amount of \$13,000. Therefore, a transfer of reserves in the amount of \$4,842 will be needed. There are sufficient funds in the general reserves to cover the additional amount.

### **RECOMMENDATION**

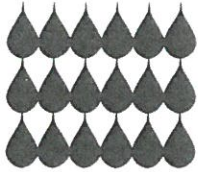
1. Retain Fedak & Brown LLP to conduct GWMA's FY 2017/18 audit and single audit in an amount not to exceed \$17,842.
2. Authorize staff to make a budget line item transfer from GWMA's general reserve to the audit budget line item in the amount of \$4,842.
3. Authorize the Executive Offer to sign the Commitment Letter with Fedek & Brown LLP on behalf of the GWMA.

**Lisa Rapp (Lakewood), 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 • 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*





Charles Z. Fedak, CPA, MBA  
Christopher J. Brown, CPA, CGMA  
Jonathan P. Abadesco, CPA  
Andy Beck, CPA

## Fedak & Brown LLP

Certified Public Accountants

Cypress Office:  
6081 Orange Avenue  
Cypress, California 90630  
(657) 214-2307  
FAX (714) 527-9154

Riverside Office:  
1945 Chicago Avenue, Suite C-1  
Riverside, California 92507  
(951) 783-9149

### UNDERSTANDING OF THE ENGAGEMENT

July 9, 2018

Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority  
16401 Paramount Boulevard  
Paramount, California 90723

Dear Ms. Toni Penn, Admin/Accounting Manager:

We are pleased to confirm our understanding of the services we are to provide for the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (Authority) for the year ended June 30, 2018. We will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Authority as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies the Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

- Schedule of expenditures of federal awards

COPY

### ***Audit Objectives***

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

The objective also includes reporting on:

- Internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Authority's Board of Directors.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

COPY



### ***Audit Procedures - General***

*Government Auditing Standards* require that we communicate, during the planning stage of an audit, certain information to officials of the audited entity, and certain other parties. That information follows:

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the basic financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors are limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### ***Audit Procedures – Internal Control***

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

COPY



***Audit Procedures – Internal Control, continued***

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

***Audit Procedures – Compliance***

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the Uniform Guidance Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Authority's major programs. The purpose of these procedures will be to express an opinion on the Authority's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

***Other Services***

We will assist in preparing the financial statements, schedule of expenditures and federal awards, and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. We will assist in preparing the Authority's Annual State Controller's Report in conformity with the State Controller's Minimum Audit Requirements for California Special Districts. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

***Management Responsibilities***

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements.

COPY



***Management Responsibilities, continued***

You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on the date of final fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards.

You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon.

COPY



***Management Responsibilities, continued***

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the constancy of other information in the electronic site with the original document.

COPY



***Engagement Administration, Fees, and Other***

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase over our original fee estimate.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Fedak & Brown LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to various government agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Fedak & Brown LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

COPY

***Engagement Administration, Fees, and Other, continued***

The audit documentation for this engagement will be retained for a minimum of seven years under California State Law after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August 2018 and to issue our reports no later than December 2018. Christopher Brown is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$12,406 (with out-of-pocket expenses not exceeding \$250, preparation of the Authority's annual State Controller's Report for \$610, and the Single Audit of Federal Awards for \$4,576, as required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the audit. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if the Authority's account becomes 30 days or more overdue and may not be resumed until the Authority's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will have been deemed to have been completed upon written notification of termination, even if we have not completed our report. The Authority will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from the Authority's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with the Authority's management and arrive at a new fee estimate before we incur the additional costs.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms of and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

The Authority may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with the Authority regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. If the Authority has any questions, please let us know. If the Authority agrees with the terms of our engagement described in this letter, please sign below and return it to us in the envelope provided. We have enclosed a copy for the Authority's files.

COPY



Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority  
July 9, 2018  
Page 9

Very truly yours,

**Fedak & Brown LLP**

RESPONSE:

This letter correctly sets forth the understanding of the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority.

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

Title: \_\_\_\_\_

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

COPY

Fedak & Brown LLP • Certified Public Accountants

Member of: American Institute of Certified Public Accountants • California Society of Certified Public Accountants

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



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

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

August 9, 2018

**SECTION 14a – Discussion/Action Regarding Contract for GWMA  
Program Management for FY 2018-19 (Executive Officer and COG Coordination  
Services)**

**SUMMARY:**

The Ad Hoc Committee has met to consider the proposed contract for Executive Officer and Administrative Services. The Ad Hoc Committee recommends a new contract with Koa Consulting that will provide for Grace Kast to continue as the Executive Officer and for the necessary administrative and financial services for FY 2018-19. Ms. Kast will be retained by Koa Consulting and will be principally responsible for managing the professional services agreement on behalf of Koa Consulting.

**BACKGROUND:**

An Ad Hoc Committee was appointed to address modifications to the contract for Executive Officer and Administrative Services currently provided by GK Consulting. Executive Officer Grace Kast was appointed to her position in March 2011 by the GWMA Board of Directors to provide management services for the operations of the GWMA. At that time, the City of Downey functioned as the Lead Agency for the GWMA, and provided all of the financial services needed. The City of Signal Hill became the lead agency in 2012. In 2013, the GWMA Board made the decision to bring the financial services in-house, transferring all of the accounting, invoicing, and accounts payable to the GWMA directly. Signal Hill was no longer to function as the Lead Agency, and the transition to a fully functional and independent joint powers authority was complete by 2015.

Initially, the GWMA paid the contract staff directly, however, for efficiency and other reasons the GWMA Board decided to contract for all the necessary staffing and services through Ms. Kast's consulting company, GK Consulting. GK Consulting's latest agreement, which subsumed all agency operations into a single scope of work, was executed in September 2015.

Over time, as the GWMA has taken on more projects and fiduciary duties for watersheds and grants, the scope of services in GK Consulting's contract has grown. In addition, GK Consulting's two administrative and clerical staff have accepted jobs with other firms, leaving only Ms. Kast to provide the necessary services. In response to the increased workload and Ms. Kast's understanding of the scope of services desired by the GWMA Board, GK Consulting submitted a proposal with two options that addressed both the

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

With Technical Support From The Sanitation Districts Of Los Angeles County  
**Lisa Rapp (Lakewood, Board Chair • Adriana Figueroa (Norwalk), Vice Chair • Kelli Tunnicliffe (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County



scope of work and the total contract amount. The Ad Hoc Committee reviewed GK Consulting's proposal and scope of work in detail, but concluded that an expansion of the scope and the contract amount is not feasible at this time because the proposed fees exceed the GWMA's approved budget for FY 2018-19, and the dues from the member agencies for the fiscal year have already been set.

The second option submitted by Ms. Kast involved the GWMA contracting with a different consulting business to provide similar services, with Ms. Kast retained by the consulting business to continue in her role as executive officer. Rather than hire and train more staff, Ms. Kast reached out to Koa Consulting to gauge their interest in providing a proposal. Koa Consulting submitted a proposal to perform such services under the proposed arrangement with Ms. Kast. The GWMA has an existing agreement with Koa Consulting for "Augmentation of Services in Support of GWMA and COG Water-Related Coordination Activities" which was approved in April 2018 for a not-to-exceed amount of \$75,000. Work began on this contract in May 2018. Koa Consulting is a slightly larger firm with more staff. They have experience with providing similar services for other programs and projects, and have the organizational capacity to take on the GWMA Program Management within their existing organization.

Koa Consulting reviewed the current scope of services and prepared the proposal attached to this report. As a key feature of the proposal, Ms. Kast would remain as the Executive Officer through Koa Consulting. The Board will need to take action to terminate GK Consulting's contract as of July 31, 2018. The Koa Consulting contract term would be from August 1, 2018 to June 30, 2019 and would be a fixed fee contract not-to-exceed \$279,657, payable in 11 equal monthly payments of \$25,423. This proposal assures that all of the GWMA administrative and management needs are met for the current fiscal year, within the current budget set for those services. The proposed agreement includes insurance policy limits consistent with what Koa Consulting provides to other public agencies, which are lower than the GWMA's typical policy limits. Given the nature and risk-level of the contract work, however, the policy limits appear to be appropriate.

Koa Consulting is currently under contract with the GWMA to provide water-related coordination services with the Gateway COG. The COG coordination services will be included in the proposed contract as a separate task. Koa Consulting's existing contract with the GWMA will therefore be terminated. Unlike the executive officer services provided by Koa Consulting, which will be performed on a flat fee basis, the COG coordination services will be performed on a time and materials basis. The rates for the COG coordination services will remain the same as in the existing contract between Koa

**Lisa Rapp (Lakewood, 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 • 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*



## Consulting and the GWMA .

The Ad Hoc Committee reviewed this proposal and recommends that the Board accept it as an interim solution to this budgetary and administrative challenge. The Ad Hoc Committee will meet again, probably in October or November to review the performance of Koa Consulting and discuss the potential for renewing the agreement for an additional term. Should either party determine that it is not beneficial to renew the agreement for another term, there should be sufficient time to issue an RFP for a new firm prior to setting the dues and budget for the following fiscal year.

### **FISCAL IMPACT:**

Since the proposed agreement does not exceed the current budget for the services needed, there is no significant fiscal impact.

### **RECOMMENDATIONS:**

The Ad Hoc Committee recommends that the Board:

1. Approve the Professional Services Agreement attached as Attachment A with Koa Consulting for GWMA Program Management in amounts not to exceed \$270,657 for executive officer services and \$68,750 for COG Coordination Services, retroactive to August 1, 2018 for a term of 11 months;
2. Authorize the Chair to execute the proposed Professional Services Agreement with Koa Consulting; and
3. Direct the Chair to provide a notice of termination of the existing contract with GK Consulting as of July 31, 2018 and direct GK Consulting to provide no further services for the GWMA as of that date.

**Lisa Rapp (Lakewood, Board Chair • Adriana Figueroa (Norwalk), Vice-Chair • Kelli Tunncliff (Signal Hill), Secretary/Treasurer**  
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

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

*With Technical Support From The Sanitation Districts Of Los Angeles County*

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is dated and effective as of August 1, 2018, and is by and between the Los Angeles Gateway Region Integrated Regional Water Management Authority, also referred to as the Gateway Water Management Authority (“GWMA”), and Koa Consulting, Inc., a California corporation (“Consultant”).

The parties agree as follows:

### **Section 1 - SCOPE OF SERVICES**

Consultant’s Proposal for Executive Officer Services, dated July 18, 2018, is attached hereto as Exhibit A and incorporated herein by this reference. Consultant’s Proposal for COG Water-Related Coordination Activities, dated February 28, 2018, is attached hereto as Exhibit B and incorporated herein by this reference. Consultant shall provide the Executive Officer Services and the COG Water-Related Coordination Activities (collectively, the “Services”) described in the scope of work attached to the respective Consultant Proposals in Exhibits A and B. In the event of any conflict between the provisions of this Agreement and the provisions of Consultant’s Proposals, the provisions of this Agreement shall control.

### **Section 2 - TIME FOR PERFORMANCE**

The term of this Agreement shall commence on the effective date of this Agreement set forth in the preamble and expire on June 30, 2019 (the “Term”), unless earlier terminated in accordance with the terms of this Agreement.

### **Section 3 - STANDARD OF PERFORMANCE**

Consultant shall perform the Services 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 the Services under this Agreement.

### **Section 4 - OWNERSHIP OF WORK PRODUCT**

Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively, “Work Product”) are the property of GWMA. All copyrights that arise from the Work Product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the Work Product in favor of GWMA. GWMA’s use of the Work Product is limited to the purposes contemplated by the Services and Consultant

makes no representation of the suitability of the Work Product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the Work Product on any project other than the Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

## **Section 5 - COMPENSATION AND METHOD OF PAYMENT**

GWMA shall pay Consultant for the Executive Officer Services based on a monthly flat rate of \$25,423 per month and as more particularly described in the schedule included in Consultant's Proposal for such Services in Exhibit A. In no event shall the amount of compensation exceed \$279,657 during the Term without prior approval by the GWMA Board.

GWMA shall pay Consultant for the COG Water-Related Coordination Activities on a time and materials basis in accordance with the rate schedule included in Consultant's Proposal for such Services, not to exceed \$6,250 per month. In no event shall the total amount of compensation exceed \$68,750 during the Term without prior approval by the GWMA Board. Such rates shall not be changed unless approved by the GWMA Board in which case the new, approved rates shall be incorporated into Exhibit B and shall supersede the then in effect rate schedule.

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 GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the GWMA Chair shall be compensated at the hourly rates set forth in Exhibits A and B, or, if not specified, at a rate mutually agreed to by the parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within forty-five (45) 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 320, Huntington Beach, CA 92648.

## **Section 6 - INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

## **Section 7 - CONFLICT OF INTEREST**

Consultant and its officers, employees, associates and subconsultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Cal. Gov. Code § 81000, et seq.) and Government Code Section 1090.

## **Section 8 - INDEMNIFICATION**

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 8 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 8 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 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees' right to recover under this Section 8. Consultant shall pay Indemnitees for any attorneys' fees and costs incurred in enforcing these indemnification provisions.



## **Section 9 - INSURANCE**

**Insurance Requirements.** Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Agreement, with a per occurrence limit of \$1,000,000 and \$2,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis. The Consultant’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

“Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage, with a per occurrence limit of \$1,000,000. 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 Consultant (owned, non-owned, or hired). The Consultant’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Professional liability with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate, with a five (5) year tail from the completion of the project; and

Workers’ Compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits.

The insurance required by this Section 9 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 to it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that



failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, 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 9.

Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

## **Section 10 - TERMINATION**

**Termination For Cause.** In the event of a material default, either party may terminate this Agreement, if the defaulting party has not cured the default within thirty (30) days following receipt of a written notice of default, specifying the basis of the alleged default.

**Termination Without Cause.** Either party may terminate this Agreement without cause upon sixty (60) days' written notice.

**Effect of Notice of Termination.** Upon receipt of a notice of termination by Consultant, Consultant shall perform no further services except as specified in the notice. Upon delivery of a notice of termination to GWMA, Consultant shall perform no further services except as specified by GWMA. 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 and/or a pro-rated portion of the monthly rate, as applicable. 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.

## **Section 11 - ADMINISTRATION**

GWMA's representative for administration of this Agreement is the GWMA Chair, currently Lisa Rapp. Notwithstanding the preceding sentence, all actions of GWMA pursuant to Sections 2, 5 and 10 of this Agreement require the approval of the GWMA Board.

Consultant's Representative for administration of this Agreement is Grace Kast ("Consultant's Representative"). Consultant shall not change its representative without the prior written approval of GWMA, which approval GWMA may grant or withhold in its sole discretion.

## **Section 12 - NOTICES**

Any routine administrative communication between the GWMA Chair 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 12. All notices shall be delivered to the parties at the following addresses:

If to GWMA:

Gateway Water Management Authority  
Attn: Lisa Rapp  
16401 Paramount Boulevard  
Paramount, CA 90723  
Email: LRapp@lakewoodcity.org

If to Consultant:

Koa Consulting  
Attn: Traci Gleason  
419 Main Street, Suite 320  
Huntington Beach, CA 92648  
Email: Traci@koaconsulting.net

## **Section 13 - WAIVER**

No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (a) shall be effective unless it is in writing and signed by the party making the waiver; (b) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (c) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

## **Section 14 - ATTORNEYS' 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 attorneys' fees.

## Section 15 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties, including that certain On-Call Professional Services Agreement dated April 12, 2018 between the parties ("Existing PSA").

As of the effective date of this Agreement, the parties hereby agree that the Existing PSA is terminated and of no further force and effect. Consultant shall invoice GWMA for any services performed under the Existing PSA prior to the effective date of this Agreement, and GWMA shall pay for such services in accordance with the provisions of the Existing PSA.

## Section 16 - MODIFICATION

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

The parties are signing this Agreement on the effective date noted above.

GWMA

Koa Consulting, Inc.

Los Angeles Gateway Region Integrated  
Regional Water Management Authority

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

Name: Lisa Rapp  
Title: Chair

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

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

Name: Nicholas R. Ghirelli  
Title: General Counsel

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Proposal for Executive Officer Services Dated July 18, 2018**

July 18, 2018

Ms. Lisa Rapp  
Board Chair  
Gateway Water Management Authority  
16401 Paramount Blvd.  
Paramount, CA 90723

**Subject: GWMA Program Management**

Dear Ms. Rapp:

Koa Consulting, Inc. is pleased to submit this proposal to the GWMA to provide management services for the **GWMA Program**. As part of this assignment, we will provide overall management and administrative functions, assist with grant administration, facilitate coordination meetings with various projects and agencies of the program and provide accounting services.

***Scope:***

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

***Schedule:***

The scope of services as described in Exhibit "A" is for the remainder of Fiscal Year 2018/2019 (August 1, 2018 through June 30, 2019), with the scope of services will be completed by **June 30, 2019**.

***Fee:***

We will provide the program management services as described in scope outline for the lump sum amount of **\$279,657**, based on the monthly Expenditure Table and derived from the estimated fee table shown in **Exhibit "B"** and based on our Hourly Rate Schedule for the GWMA On-Call Contract.

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

Respectfully submitted,

  
Traci Gleason, PE  
President

Attachment

Cc: Kekoa Anderson, PE

**GATEWAY WATER MANAGEMENT AUTHORITY**  
**SCOPE OUTLINE**

**PROGRAM MANAGEMENT & ADMINISTRATION**

- Plan, organize, direct and coordinate the general affairs of the GWMA including legislative, personnel, public relations, and legal matters
- Manage various special projects assigned by the Board or the Chair
- Administer and manage up to 120 MOUs with multiple agencies and cities
- Negotiate and oversee multi-party MOUs, contracts, and consultant contracts
- Coordinate activities of and provide direction to personnel and GWMA consultants
- Coordinate and manage GWMA's State of Economic Interest Forms
- Website Support with firm assigned to develop and maintain GWMA Website
- Copies and distributes correspondence, documents and reports to the Executive Officer, the Chair of the Board, the Executive Committee, and the Board
- Answers inquiries, conducts research, and provides follow-up to Board

**MEETINGS**

- Serve as representative on IRWM meetings
  - Sub-regional meetings
  - Leadership meetings
- Prepare for and attend Board meetings
  - Provide presentation/updates on GWMA activities
  - Prepare Agendas Packets and Meeting Minutes
    - Includes preparation of board letters regarding financial activities
  - Brown Act Compliance
- Attend Public Hearing/Meetings
- Attend GCCOG/GWMA Joint Coordination Meetings

**GRANT ADMINISTRATION**

- Oversee and manage grant and project administration
- Prepares, coordinates and manage grant reimbursement requests

- Coordinates and submits documents, reports, and general information to State and Federal agencies as required by grant agreements, other projects or as authorized by the Board
- Agreements and Sub-recipient agreements
  - Negotiate and oversee multi-party agreements, contracts, and consultant contracts

#### **Accounting**

Conducts accounting functions including invoice generation, receipt of revenues from multiple sources from MOUs , Federal and State Grant reimbursements, membership dues, etc.

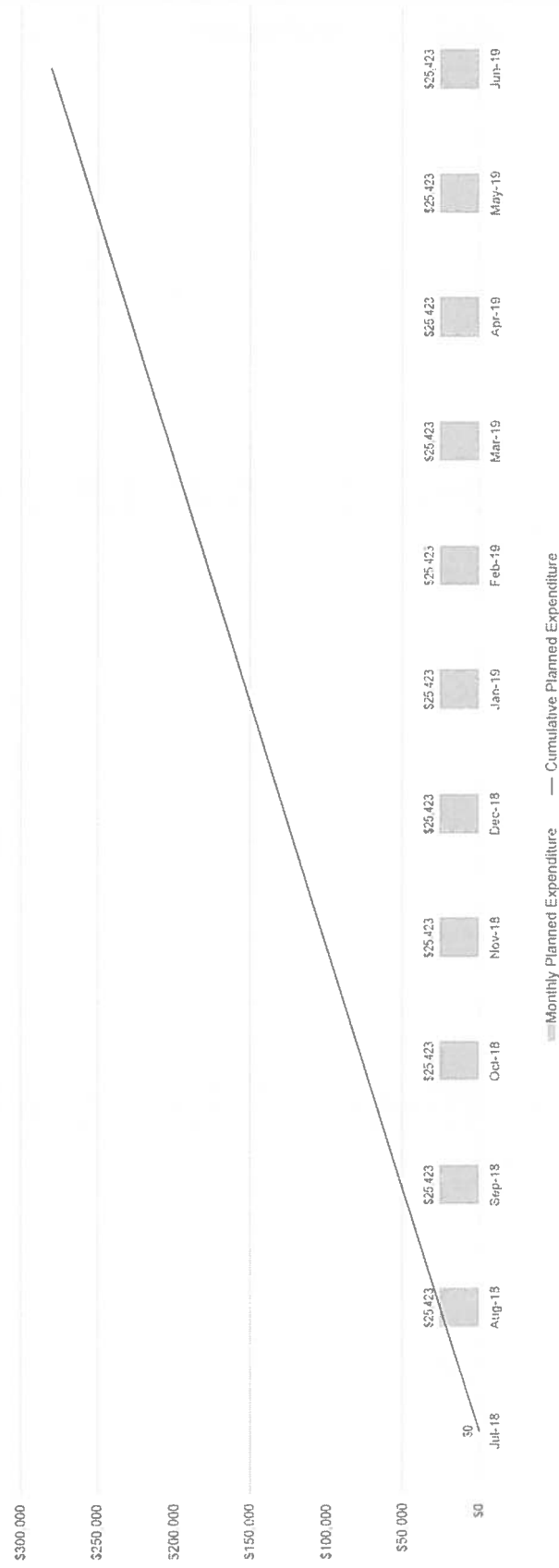
- Prepares annual budget
- Manages in-house accounting of accounts payables and accounts receivables to be coded, approved, processed, paid and/or deposited
- Prepares, distributes and manages invoices to GWMA members and other groups or individual entities as authorized and approved by the Board
- Performs follow-up and reconciliation on accounts payables, accounts receivables, and fund balances, budgets, etc.
- Provides financial reports to the State Controller or other regulatory agency, as necessary
- Prepares list of demands and write board letters regarding financial activities
- Develops and prepares Revenue and Expenses Reports for GWMA and MOU activities
- Meets with and provides support to independent accounting firm retained by GWMA and Assists auditor

**EXHIBIT "B"**  
Expenditure Table

**GWMA Program Management  
Expenditure Table**

	FY2018-2019											
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Koa Consulting, Inc.												
Monthly Planned Expenditure	\$0	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423	\$25,423
Cumulative Planned Expenditure	\$0	\$25,423	\$50,847	\$76,270	\$101,693	\$127,117	\$152,540	\$177,963	\$203,387	\$228,810	\$254,233	\$279,657

**GWMA Program Management  
Expenditure Chart**







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.

**EXHIBIT B**

**Proposal for COG Water-Related Coordination Activities Dated February 28, 2018**



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](mailto:traci@koaconsulting.net).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Traci Gleason".

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*

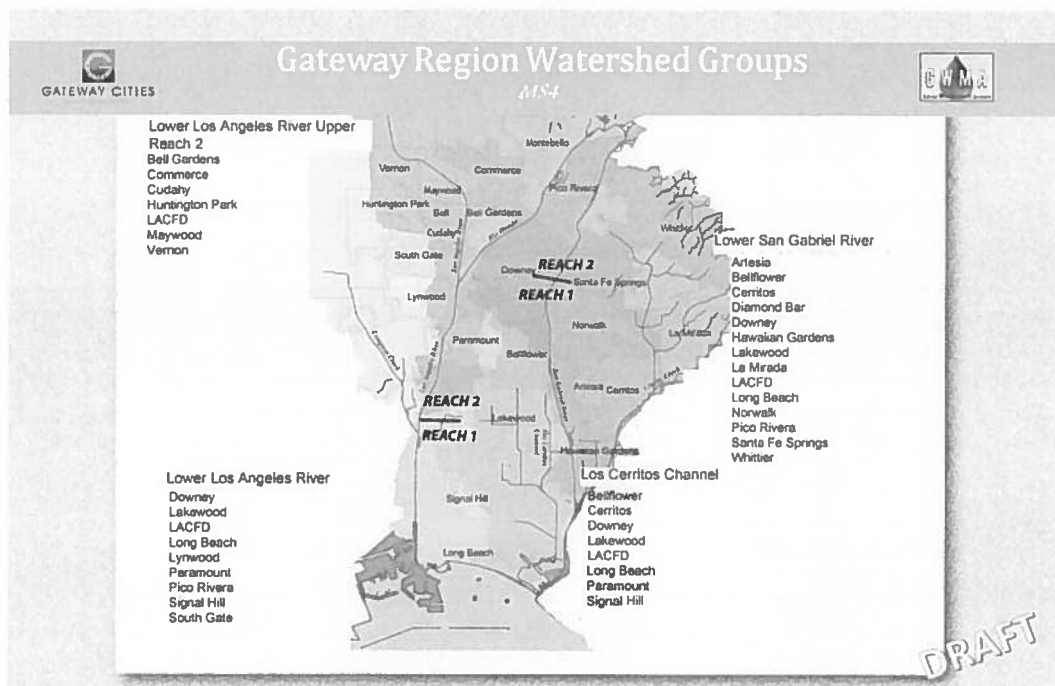
#### Task 1 Program Coordination between COG and GWMA

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.

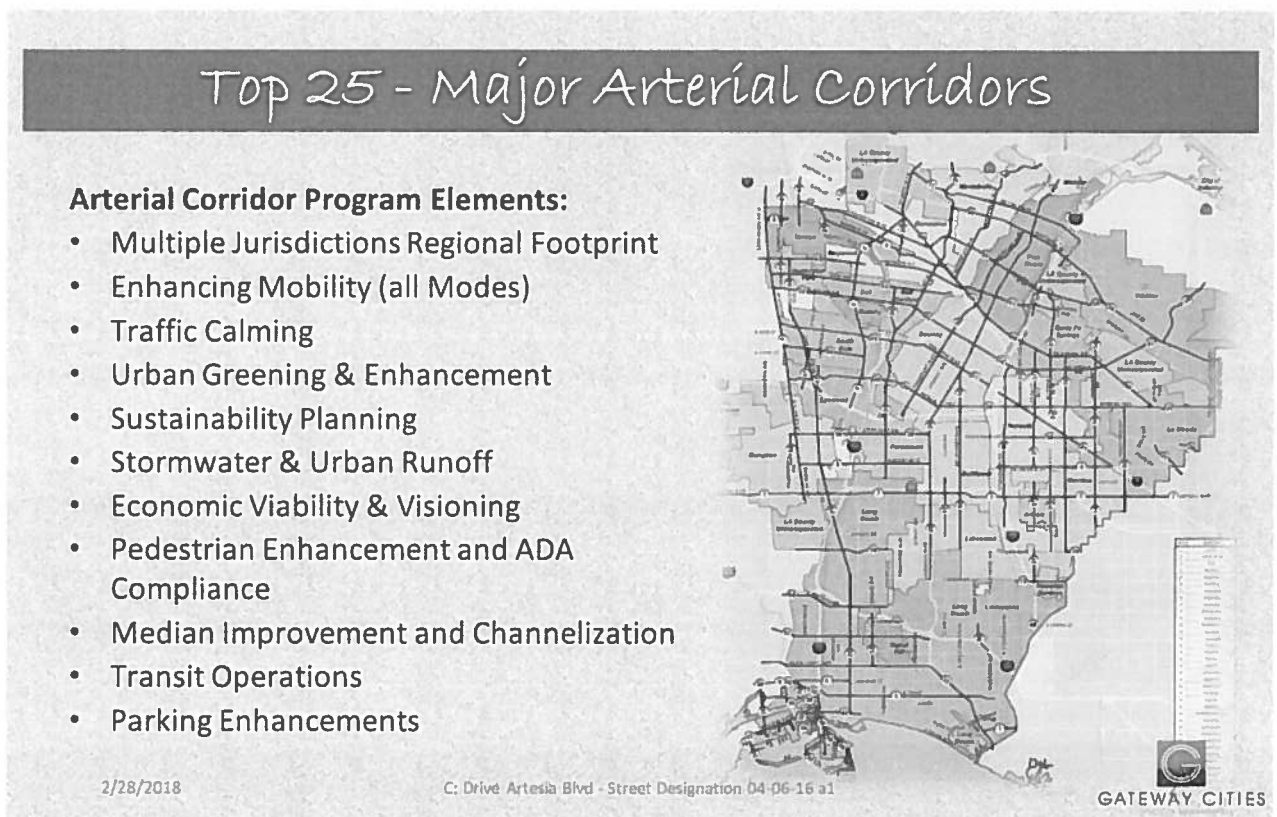
### ***1.b Visioning & Regional Integration Program***

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\*\****



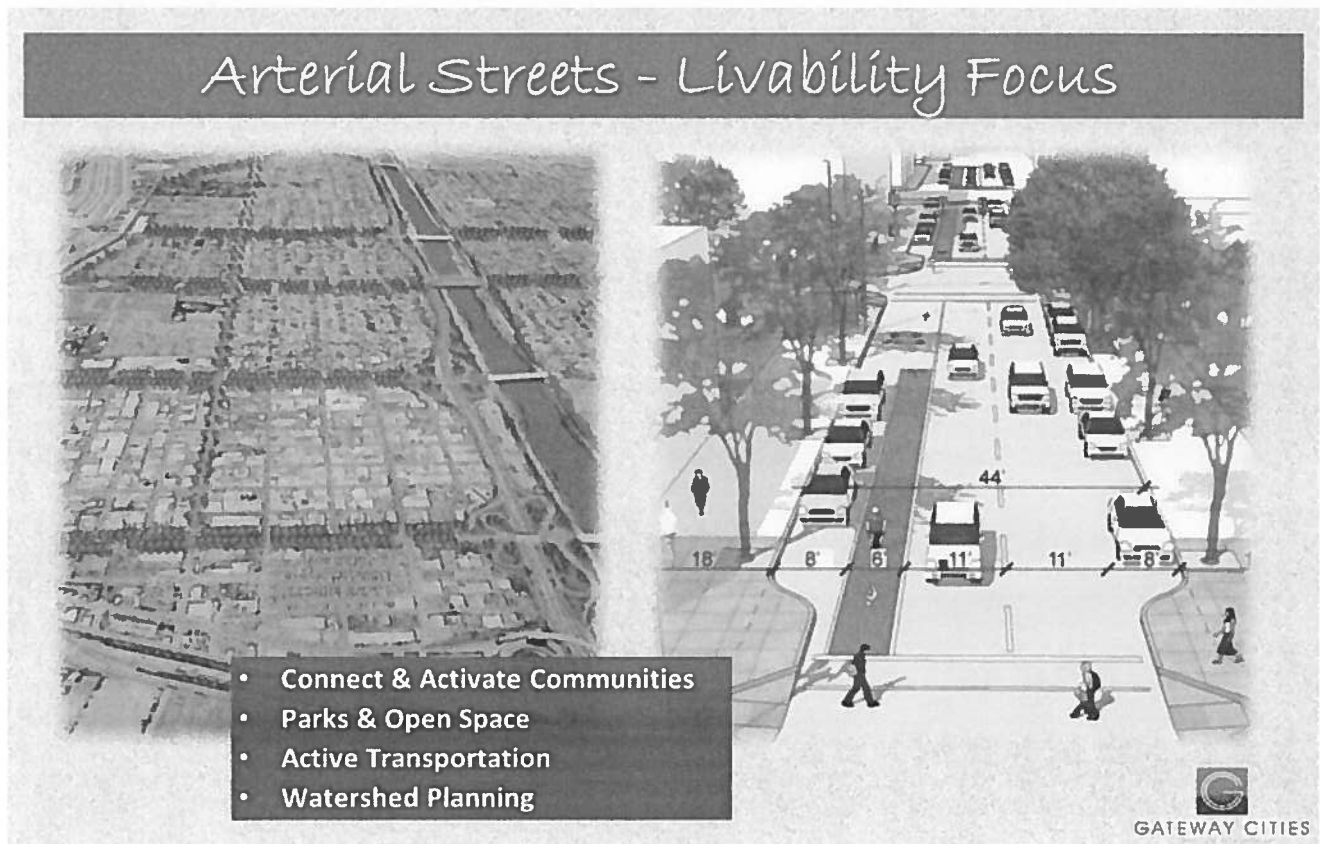
The Visioning & Regional Integration Program will address impact and benefits issues concerning the Region's resources and the physical environments as they apply to, but limited to, the following focus areas:

- 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.

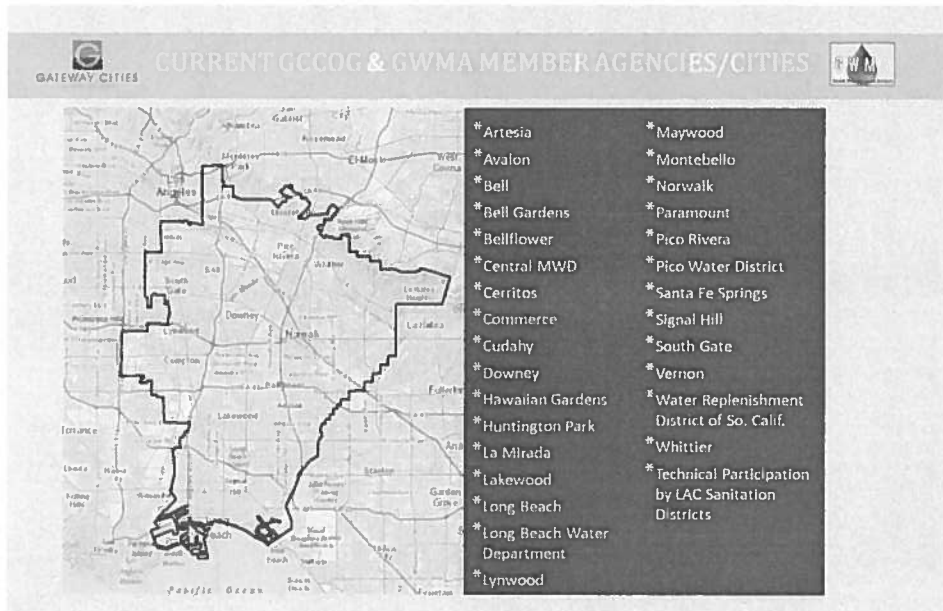
These exhibits will be developed utilizing a variety of graphic design tools including 3D architectural renderings, 3D civil designs, site plan illustrations, aerial pictures, and visualizations throughout the course of the Program Visioning & Integration development.

*\*\*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.

**Fee is based on the following average staffing hours per week:**