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Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

AGENDA

Regular Meeting of the Board of Directors
Thursday, March 14, 2019 at 12:00 p.m.
Clearwater Building, 16401 Paramount Boulevard, Paramount, CA

- 1. Roll Call
- 2. Determination of a Quorum
- 3. Additions to Agenda (Govt. Code Sec. 54954.2(b))
- 4. Oral Communications to the Board

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

- 5. Consent Calendar: (Acted as one item unless withdrawn by request)
 - a. Minutes of the Board Meeting of February 14, 2019 (Enclosure)
 - b. Approve the Warrant Register for March 2019 (Enclosure)
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure)
- 6. Status Report Update on GWMA Funding Strategy & Grants Program (Enclosure)
- 7. Discussion/Action Regarding Koa Consulting Professional Services Agreement for Services Relating to (i) Program Management and Administration/Accounting/Meetings; (ii) Grant Administration; and (iii) Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair
 - a. Approve the Professional Services Agreement Attached to the Board Letter as Attachment A with Koa Consulting, with an Effective Date Retroactive to March 1, 2019; and
 - b. Authorize the Chair to Execute the Proposed Professional Services Agreement with Koa Consulting.

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Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

- 8. 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
- 9. Executive Officer's Oral Report
- 10. Directors' Oral Comments/Reports
- 11. Adjournment to Regular Board Meeting on April 11, 2019 at Clearwater Building, 16401 Paramount Boulevard, Paramount, CA.

MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY LOS ANGELES GATEWAY REGION

INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY BOARD

AT PARAMOUNT, CALIFORNIA THURSDAY, FEBRUARY 14, 2019

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, February 14, 2019 at 12:00 p.m. at the Progress Park Plaza, 15500 Downey Avenue, Paramount, CA.

Chair Lisa Rapp called the meeting to order at 12:06 p.m. Roll was called by Ms. Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Okina Dor Artesia
Robert Linton Bell

Chau Vu Bell Gardens Len Gorecki Bellflower

Tammy Hierlihy Central Basin MWD

Mike O'Grady (alternate)

Gina Nila

Commerce

Aaron Hernandez-Torres

Dan Mueller (alternate)

Cerritos

Commerce

Cudahy

Downey

Christina Dixon (alternate) Huntington Park

Mark Stowell La Mirada Lisa Rapp Lakewood Melissa You Long Beach

B. Anatole Falagan Long Beach Water District

Lorry Hempe (alternate) Lynwood Danilo Batson Montebello Julian Lee (alternate) Norwalk Adriana Figueroa Paramount Kenner Guerrero (alternate) Pico Rivera Noe Negrete (alternate) Santa Fe Springs Kelli Tunnicliff Signal Hill South Gate Gladis Deras (alternate)

Gladis Deras (alternate)

Claudia Arellano (alternate)

Phuong Nguyen (alternate)

South Gat

Vernon

Whittier

Esther Rojas (alternate) Water Replenishment District

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast Executive Officer

Traci Gleason Program Administrative Manager

Nicholas Ghirelli Legal Counsel William Stracker Lynwood

Bill Minasian Paramount Resident

ITEM 3- ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - CONSENT CALENDAR

Legal Counsel Nicholas Ghirelli and Director Esther Rojas requested a correction in the board members present list which needs to show their attendance.

Director Julian Lee motioned to approve the consent calendar with that correction. The motion was seconded by Director Gina Nila and was approved by the following voice vote:

AYES: Vu, Gorecki, Hierlihy, O'Grady, Nila, Mueller, Dixon, Rapp, You,

Hempe, Batson, Lee, Figueroa, Guerrero, Tunnicliff, Deras, Arellano,

Rojas.

NOES: None.

ABSTAIN: Minutes Only – Stowell, Negrete, Falagan.

ITEM 6 – CONSIDERATION TO ACCEPT THE PORT OF LONG BEACH AS A GWMA JPA MEMBER

Director Phuong Nguyen entered at 12:15 p.m.

Director Robert Linton entered at 12:16 p.m.

Executive Officer Grace Kast reported Port of Long Beach (POLB) held their board of commissioners meeting on February 11th and voted to approve the JPA agreement along with a resolution appointing a board member and alternates. For membership acceptance, GWMA requires a super-majority vote of the Board. Additionally, POLB requested a reduced membership fee of one-half for Fiscal Year 2018/2019.

Director Gina Nila motioned to approve the Port of Long Beach Membership to the GWMA and to approve pro-rated membership dues of \$7,500 for fiscal year 2018/2019. The motion was seconded by Director Mark Stowell.

AYES: Linton, Vu, Gorecki, Hierlihy, O'Grady, Nila, Mueller, Dixon,

Stowell, Rapp, You, Falagan, Hempe, Batson, Lee, Figueroa,

Guerrero, Tunnicliff, Deras, Arellano, Rojas

NOES: Negrete.

ABSTAIN: None.

TITEM 7 - DISCUSSION/ACTION REGARDING THE GREATER LOS ANGELES COUNTY REGION INTEGRATED REGIONAL WATER MANAGEMENT DISADVANTED COMMUNITY (DAC) COMMITTEE CHAIR AND VENTURA/UPPER SANTA CLARA/GREATER LOS ANGELES COUNTY IRWM DISADVANTAGED COMMUNITY INVOLVEMENT PROGRAM (DACIP) TASK FORCE CO-CHAIR.

Director Lisa Rapp provided the background that for the past eight months, GWMA has not been participating in a leadership role in the DACIP Program due to budget constraints. Purpose of discussion is to ask any board member that has a desire to volunteer and fulfill the position as DAC Committee Chair and DACIP Task Force Co-Chair.

Following discussion, there were no volunteers to fulfill the position as DAC Committee Chair and DACIP Task Force Co-Chair. It was recommended that the Executive Officer provides a proposal to the Executive Board to serve as GWMA's representative to fill the position as the DAC Committee Chair and the DACIP Task Force Chair.

ITEM 8 - ORAL REPORT UPDATE ON GWMA FUNDING STRATEGY AND GRANTS PROGRAM

Director Okina Dor entered at 12:33 p.m.

Mr. Kekoa Anderson provided the Board with a status update on GWMA Funding Strategy and Grants Program. The San Gabriel and Lower Los Angels Rivers and Mountains Conservancy (RMC) has released the guidelines for Proposition 68 Grant Funding Program. There are various eligible project categories: Implementation Projects; Planning Projects; Disadvantaged Community Investment; and Community Access Projects. Similar to RMC's Proposition 1 Grant Funding Program, there are two funding areas: Lower Los Angeles Rivers watershed and its tributaries; and RMC Territory. There is \$37.5M available for projects located within the Lower Los Angeles Rivers watershed and its tributaries. There is \$30M available for projects in the RMC Territory. It is expected the call for projects will occur in the Spring of 2019.

ITEM 9 - GATEWAY REGION WATERSHED MANAGEMENT GROUPS ORAL REPORT

Lower Los Angeles River Upper Reach 2 Watershed Group

Director Gina Nila reported that a contract was awarded for the preparation of the California Environmental Quality Act (CEQA) environmental documents and design of John Anson Ford Park.

Lower Los Angeles River Watershed Group

Director Gladis Deras noted the next watershed meeting is on February 25, 2019 in Lakewood.

Los Cerritos Channel Watershed Group

Director Lisa Rapp reported the Mayfair Project is under construction.

Lower San Gabriel River Watershed Group

Director Mike O'Grady reported they are working to identify regional projects.

<u>ITEM 10 – EXECUTIVE OFFICER'S ORAL REPORT</u>

None.

ITEM 11 – DIRECTORS' ORAL COMMENTS/REPORT

None.

ITEM 12 - CLOSED SESSION - PUBLIC EMPLOYEE **PERFORMANCE** EVALUATION. **GOVERNMENT** CODE **SECTION** 54957, TITLE: EXECUTIVE OFFICER; AND PUBLIC EMPLOYEE APPOINTMENT/ EMPLOYMENT. GOVERNMENT **CODE SECTION** 54957, TITLE: **EXECUTIVE OFFICER**

ITEM 13 - RESUME REGULAR MEETING AND PROVIDE CLOSED SESSION REPORT

No reportable action.

Minutes February 14, 2019	AGENDA ITEM 5a
The meeting was adjourned at 2:00 p.m.	
The next Board Meeting of the Directors of the Gateway Water Ma on Thursday, March 14, 2019 at 12:00 p.m. at the Clearwater I Boulevard, Paramount, CA.	•

Date

Lisa A. Rapp, Chair

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Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

March 14, 2019

AGENDA ITEM 5b - Approve the Warrant Register for March 2019

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 Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION:

The Warrant Register for expenditures dated March 2019 in the amount of \$525,658.28 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Registers total \$525,658.28. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Approve the Warrant Register for March 2019.



WARRANT REGISTER DISBURSEMENT JOURNAL MARCH 2019

Invoice Date	Vendor	Invoice Number	Description		Amount
3/1/2019	City of Paramount	4056	Office Rent for March 2019	\$	351.51
3/1/2019	City of Paramount	4062	Meeting Expense Reimbursement (Meeting Date: 3/1/19)	\$	25.10
2/11/2019	Civiltec	40144	Advanced Water Meter Replacement (Services through 2/1/19)	\$	3,386.25
2/28/2019	Clifton Larson Allen	2034959	Financial Services Performed 2/1/19-2/28/19 and Preparation of 1099s	\$	2,500.00
11/26/2018	CWE	18350	John Anson Ford Park Infiltration Cistern Project Design Services (Services 10/01/18-10/31/18)	\$	98,116.56
12/13/2018	CWE	18377	LA Upper Reach 2 On Call Services	\$	20,000.00
2/28/2019	Fedak & Brown	02-28-19	FY 2017/2018 Audit Services Performed in January 2019	\$	4,910.00
2/28/2019	Gateway Cities Council of Governments	02-28-19	Office supplies and FedEx	\$	121.50
2/20/2019	Joe A. Gonsalves & Son	157200	Legislative Advocacy (Services through 3/1/19-3/31/19)	\$	2,083.00
1/3/2019	John L. Hunter and Associates	BGFPP1119	Ford Park Project (Services from 10/1/18-1/31/19)	\$	57,190.00
1/9/2019	John L. Hunter and Associates	GAHT0119	Harbor Toxics Monitoring (services 1/1/19 - 1/31/19)	\$	29,679.72
1/9/2019	John L. Hunter and Associates	GAHT1218	Harbor Toxics Monitoring (services 11/1/18 - 12/31/18)	\$	33,651.55
2/19/2019	John L. Hunter and Associates	GANPLA0119	LLAR WMP Implementation (services 1/1/19 - 1/31/19)	\$	84,342.94
2/19/2019	John L. Hunter and Associates	GANPLA1218	LLAR WMP Implementation (services 11/1/18 - 12/31/18)	\$	76,554.57
2/4/2019	Koa Consulting	K114-01-11	GWMA File Server Reimbursement	\$	750.00
2/4/2019	Koa Consulting	K114-01-12	COG Water-Related Coordination Activities and Executive Officer Services	\$	31,673.36
2/18/2019	Richard Watson & Associates	19-192-003-002	Development and Implementation of WMP & Implementation of CIMP for Los Cerritos Channel (Services for Jan 2019)	\$	78,217.16
2/21/2019	Richards Watson Gershon	220688	General Legal Services through January 31, 2019	\$	1,012.50
2/21/2019	Richards Watson Gershon	220689	Harbor Toxic Pollutants TMDL MOU (Downstream) Legal Services through January 31, 2019	\$	585.00
3/5/2019	Rodger's Catering	40975	Catering for Board Meeting (Meeting Date: 2/14/19)	\$	394.20
2/27/2019	Rodger's Catering	41096	Catering for Board Meeting (Meeting Date: 3/4/19)	\$	113.3
			Total	_	525.658.2

Reviewed and Approved by:

Kelli Tunnicliff, GWMA Secretary and Treasurer

Total \$ 525,658.28 16401 Paramount Boulevard Paramount, CA 90723 562.663.6850 phone 562-634-8216 fax

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Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

March 14, 2019

AGENDA ITEM 5c - Status of Total Legal Expenditures for General Legal Counsel Services for FY 2018/19

SUMMARY:

At the Board meeting in June 2018, the Board approved the budget for legal counsel services of \$60,000 for Fiscal Year (FY) 2018/19 to address legal issues. The Board also directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$60,000.00	FY2018/19 Budget amount for Legal Counsel services
\$ 12,674,52	Expenditures for Legal Counsel services through January 2019
\$ 47,325.48	Remaining budget amount available through June 30, 2019

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2018/2019 through January 2019 total \$12,674.52. Sufficient funds to cover payment for legal counsel services is remaining in the GWMA FY 2018/2019 budget.

RECOMMENDATION:

Receive and file the status the updated expenditures for Legal Counsel Services.



Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

March 14, 2019

AGENDA ITEM 6 - Status Report Update on GWMA Funding Strategy & Grants Program

BACKGROUND:

GWMA Funding Strategy & Grants Program Fiscal Year (FY) 2018/2019

The goal of the GWMA Funding Strategy & Grants Program FY 2018/2019 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.

Regional Program Coordination

- The Greater Los Angeles IRWMP's (OPTI system)
- The Gateway Cities Strategic Transportation Plan (STP)
- Metro Measure R & M
- Measure W
- The Lower Los Angeles River Revitalization Plan
- The Gateway Cities Urban Greening Plan

Active Grants – Project Prioritization & Application Identification

- Prop 68 RMC
- Prop 1 RMC Prop 1, Round 2
- Prop 1 IRWM Implementation

Proposition 68 Grant Highlights:

Chapter 7 of Proposition 68, entitled "California River Recreation, Creek and Waterway Improvement Program," allocates one hundred sixty-two million dollars (\$162,000,000) for projects to protect and enhance an urban creek.

\$37,500,000 of the funds available in Chapter 7 is allocated to the Rivers and Mountains Conservancy for projects that protect or enhance the Lower Los Angeles River watershed and its tributaries.

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Chapter 8 of Proposition 68, entitled "State Conservancy, Wildlife Conservation Board, and Authority Funding," allocates one hundred and eighty million dollars (\$180,000,000) to state conservancies for projects according to their governing statutes for their specified purposes.

\$30,000,000 of the funds available in Chapter 8 is allocated to the Rivers and Mountains Conservancy Region.

RMC Staff held three Public Workshops in the Fall 2018 for Proposition 68, including one in the Gateway region (see attached Information Sheet). An Anticipated Call for Projects will be in the **Spring 2019.**

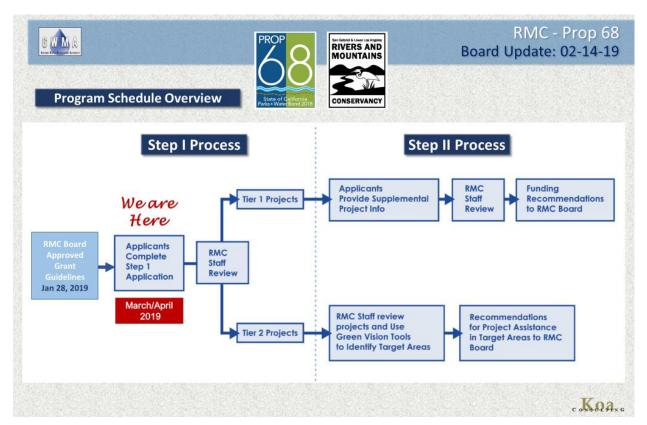
Proposition 68 Grant Objectives:

- Promote and implement the State's Water Plans and Policies, such as the California Water Action Plan (2016 update).
- Create, expand, and/or improve public open space throughout the region by improving water quality supply, create, enhance or improve a reliable water supply and/or restore an important species and habitat
- Improve access to open space and low impact recreation for all communities and promote healthy lifestyles
- Improve habitat quality, quantity, and connectivity through creation, enhancement, preservation, and restoration
- Connect open space with a network of trails, accessible as appropriate to the site
- Promote stewardship of the landscape via stakeholder involvement and long-term maintenance (long-term means for a period not less than 20 years)
- Encourage sustainable growth that balances environmental, social, and economic benefits
- Maintain and improve flood protection through natural and non-structural systems and ecosystem restoration
- Establish riverfront greenways to cleanse water, hold floodwaters and extend open space
- Optimize water resources by improving the quality of surface and ground water and enhance ground water recharge, to reduce dependence on imported water
- Coordinate watershed planning across jurisdictions and boundaries
- Encourage multi-jurisdictional and multi-beneficial planning and implementation projects
- Involve the public through education and outreach programs
- Utilize the best available science to inform decisions regarding, state and local water resource.

Eligible Project Categories:

- Implementation Projects: At least 75% of the funds available may be allocated to support
 implementation projects. The RMC will seek to prioritize multi-beneficial and multijurisdictional ecosystem and watershed protection projects in accordance with statewide
 priorities.
- **Planning Projects:** Up to 10% of the funds available may be allocated to support planning-related applications.
- Disadvantaged Community Investment: The Conservancy will allocate at least 20% of the funds available for projects serving severely disadvantaged communities, pursuant to section 8008(a)(1) of Proposition 68.

• Community Access Projects: "Community Access" means engagement programs, technical assistance, or facilities that maximize safe and equitable physical admittance, especially for low-income communities, to natural or cultural resources, community education, or recreational amenities. Up to 5% of the funds available pursuant to each chapter of this division shall be allocated for community access projects, including for: transportation, physical activity programming, resource interpretation, multilingual translation, natural science, workforce development and career pathways, education, parks, climate, etc.



Proposition 1 - IRWM Lower San Gabriel & LA River Subregion Highlights:

The Proposition 1 Final Proposal Solicitation Package (PSP) is expected to soon be released. Therefore, the selection process is underway. There will be a three step process for the selection:

- Step 1: The subregion voting members to prioritize the *top five to six projects* in each subregion.
- Step 2: The list of top will get reduced by the chairs/vice chairs to about three projects per subregion.
- Step 3: The top 3 projects from each subregion will be recommended to the Leadership Committee for review/approval.

We are now in step 1, in which they have requested additional information from project proponents to be completed by entities who are interested in applying for the funding. In January, the GWMA Board approved four GWMA-member projects to be brought forward to the IRWM Steering committee. GWMA is assisting those project proponents with the requested information and submission.

The proposals submitted will be discussed and evaluated at the next subregion meeting scheduled for Tuesday, March 19, 2019 at 1:30 at Water Replenishment District. Project proponents should plan to attend the March 19th meeting to answer any questions that the subregion voting members may have. The subregion voting members will use the scoring criteria in the Final PSP, if available, as a basis to evaluate the proposals. However, if the Final PSP is unavailable by March 19th, the subregion voting members will use Table 4 of the Draft PSP as a basis to evaluate the proposals.

RMC - Proposition 1 (Lower LA River)

Open Call for projects: Began September 16, 2018

Award Funding: Quarterly until funding is expended (starting January 2019)

Available Funding: \$41.4 million

Competitive Grant Applications:

- 1. Multi-benefit projects (e.g. preservation of natural resources, trails access improvements, educational, natural based play infrastructure, interpretive programming).
- 2. Shovel ready projects (advanced in permitting and environmental process)
- 3. Projects with matching funds
- 4. Projects serving disadvantaged communities.

Up to 10% of the funds available may be allocated to support planning-related applications.

Eligible Applicants: Public Agencies, Cities, Counties, JPAs, Nonprofit Organization (501c3), and Tribes.

The Grant Program Guidelines are available at:

http://www.rmc.ca.gov/Prop1/FINAL_RMCProp1GrantGuidelines_October2018.pdf

The following two page provides an overview of the RMC Grant Funds.

Program Look Ahead, Meetings & Schedule

•	Los Cerritos Channel Watershed Group	March 21, 2019
•	Lower San Gabriel River Watershed Group	March 21, 2019
•	Lower Los Angeles River Watershed Group	March 25, 2019
•	RMC Board Meeting	March 25, 2019
•	Lower Los Angeles River UR2 Watershed Group	April 29, 2019
•	GCCOG/GWMA Joint Committee Meeting	May 6, 2019

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San Gabriel & Lower Los Angeles Rivers and Mountains Conservancy





the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") was approved by voters in November 2014 codified as Division 26.7 of the Water Code which authorized \$7.545 billion dollars in general obligation bonds for State water projects, including surface and groundwater storage, ecosystem and watershed protection and restoration, and drinking water protection.

urposes of Proposition 1 include implementing the three objectives of the California Water Action Plan which are: 1) more reliable water supplies, 2) the restoration of important species and habitat, and 3) a more resilient and sustainably managed water infrastructure.

Prop 1 throughout RMC territory

- Round 2 Call-for-Projects: October 16 December 16, 2018
- Award Funding: March May 2019
- Available Funding: \$10.8 million

Prop 1 for Lower L.A. River Corridor

- Open Call for projects: Started September 16, 2018
- Award Funding: Quarterly until funding is expended (starting January 2019)
- Available Funding: \$41.4 million (see funding categories)
- Competitve Grant Applications: 1.) Multi-benefit projects (e.g. preservation of natural resources, trails access improvements, educational, natural based play infrastructure, interpretive programming), 2.) Shovel ready projects (advanced in permitting and environmental process), 3.) Projects with matching funds, 4.) Projects serving disadvantaged communities.
- Up to 10% of the funds available may be allocated to support planning-related applications.
- Eligible Applicants: Public Agencies, Cities, Counties, JPAs, Nonprofit Organization (501c3), and Tribes.



alifornia Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) was approved by the voters on June 5, 2018 which authorizes \$4 billion in general obligation bonds to finance a water, parks, climate, coastal protection, and outdoor access for all program.

urposes of Proposition 68 include: 1) developing urban recreation projects and habitat protection or restoration projects, 2) provide workforce education and training, contractor, and job opportunities for disadvantaged communities, 3) result in public benefit, 4) create new partnerships to expand access to diverse populations.

Prop 68 throughout RMC territory

Prop 68 for Lower L.A. River Corridor

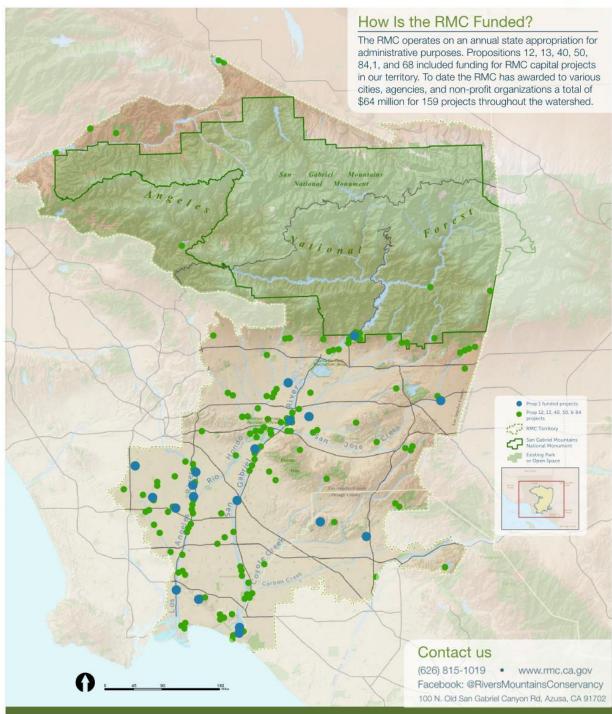
- Funding Allocation: \$30 million
- Funding Allocation: \$37.5 million
- Draft Grant Guidelines Released: Posted October 12, 2018 (rmc.ca.gov)
 - 30-day Comment Period: October 20 November 20, 2018
 - Grant Workshops: November 13-20, 2018 (TBD)
 - Aniticpated Call-for-Projects: February 1, 2019
 - Award Funding: Starting May 2019
- At least 20% of the funds available shall be allocated for projects serving severely disadvantaged communities.
- Up to 10% of the funds available may be allocated for technical assistance to disadvantaged communities.
- Up to 5% of the funds available pursuant to each chapter of this division shall be allocated for community access projects, including for: transportation, physical activity programming, resource interpretation, multilingual translation, natural science, workforce development and career pathways, education, parks, climate, etc.
- Up to 10% of the funds available may be allocated to support planning-related applications.

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FISCAL IMPACT:

As the information continues to be 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.

RECOMMENDATION:

- a. Authorize staff to prepare and provide letters of support, if requested, to member cities and agencies within the Gateway region of Southeastern Los Angeles County who will be applying for the grant applications programs.
- b. Receive and File Status Report Update on GWMA Funding Strategy & Grants Program.

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Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

March 14, 2018

<u>AGENDA ITEM 7 – Discussion/Action Regarding New Contract for GWMA Program</u> Management, Grant Administration, and DAC Committee Services

SUMMARY:

On August 9, 2018, the GWMA Board approved a professional services agreement with Koa Consulting for program management services. Grace Kast continued to serve as GWMA's executive officer under this 2018 professional services agreement. In addition, the agreement's scope of services included Koa Consulting's provision of grant administration services. The agreement's term began on August 1, 2019 and continued through the end of fiscal year 18/19.

Koa Consulting's existing agreement is scheduled to expire on June 30, 2019. Members of the Executive Committee have been working with Koa Consulting representatives on the terms of a new agreement, with a goal of keeping Koa Consulting's fees at the same level. At its February 14, 2019 Board Meeting, the GWMA Board met in closed session to consider retaining Koa Consulting to provide executive officer/program management services, with Ms. Kast continuing to serve as GWMA's Executive Officer, beyond June 30, 2019. Based on the Board's direction, the Chair and General Counsel have prepared a new professional services agreement with Koa Consulting for its consideration in open session. A copy of the new agreement is attached to this Board Letter.

DISCUSSION:

The proposed new professional services agreement with Koa Consulting is largely similar to the existing agreement approved in August 2018. The new agreement contains the following substantive changes:

1) A new scope of services containing three principal tasks: (i) Program Management and Administration/Accounting/Meetings; (ii) Grant Administration; and (iii) Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair. The Program Management and Administration/Accounting/Meeting will continue at the same level of service. The Grant Management services have been expanded under the proposed agreement's new scope of services. The Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair services are new.

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It should be noted that the services for the DAC committee and task force were services that Mr. Kast provided prior to our agreement with Koa Consulting. Due to budget constraints, those services were not included and Ms. Kast stepped away from her role with the DAC committee and task force. The GWMA's participation in this program is critical because of the significant number of DAC communities in the Gateway region. In addition, budget savings have been identified to fund the limited monthly fee for this task.

- 2) A flat monthly fee for each of the three services at the following rates:
 - a. \$25,408 per month for Program Management and Administration/Accounting/Meetings (\$15 less than existing agreement)
 - b. \$6,250 per month for Grant Administration (charged on time and materials basis in existing agreement)
 - c. \$2,250 per month for Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair (service not included in existing agreement)
- 3) An initial term beginning on March 1, 2019 and terminating on June 30, 2020. The GWMA Board would have the option to extend the agreement on the same terms for up to three additional one-year terms.

If the new agreement is approved, it would supersede and replace the existing professional services agreement with Koa Consulting.

Pursuant to Government Code Section 54953(c)(3), the Board must orally summarize a recommendation for a final action on the salary or other compensation paid to the Executive Officer. This provision of the Brown Act is applicable because the proposed agreement will compensate Koa Consulting for Ms. Kast's services as GWMA's Executive Officer. The General Counsel will provide an oral summary of the agreement's compensation for the Board's consideration.

FISCAL IMPACT:

The flat fee for Program Management and Administration/Accounting/Meetings services will decrease by \$15 per month. The Grant Administration services will be converted to a flat fee of \$6,250 per month whereas those services are currently provided on a time and materials basis. A flat fee of \$2,250 per month is proposed for the new DAC Committee services. The proposed agreement is not expected to exceed the current budget for the services needed.

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

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



www.gatewaywater.org

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

RECOMMENDATIONS:

The Executive Committee recommends that the Board:

- 1. Approve the Professional Services Agreement attached as Attachment A with Koa Consulting, with an effective date retroactive to March 1, 2019; and
- 2. Authorize the Chair to execute the proposed Professional Services Agreement with Koa Consulting.

ATTACHMENT "A" TO BOARD LETTER

Proposed Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated and effective as of March 1, 2019, and is by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority, also referred to as the Gateway Water Management Authority ("GWMA"), and Koa Consulting, Inc., a California corporation ("Consultant").

The parties agree as follows:

Section 1 - SCOPE OF SERVICES

Consultant's Proposal for the following services is attached hereto as Attachment A ("Consultant Proposal") and incorporated herein by this reference: (1) Program Management and Administration/Accounting/Meetings ("Program Management Services"); (2) Grant Administration ("Grant Services"); and (3) Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair ("DAC Services"). The Program Management Services, Grant Services, and DAC Services are collectively referred to herein as the "Services." Consultant shall provide the Services in accordance with the tasks and scope of work included in the Consultant Proposal as Exhibit A. In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant Proposal, the provisions of this Agreement shall control.

Section 2 - TIME FOR PERFORMANCE

The initial term of this Agreement shall commence on the effective date of this Agreement set forth in the preamble and expire on June 30, 2020 (the "Term"), unless earlier terminated in accordance with the terms of this Agreement. GWMA may, at its option, extend this Agreement for up to three additional terms of one (1) year each upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the Term. If GWMA elects to exercise an optional term of one (1) year, then the Term shall be adjusted accordingly in order to reflect the one (1) year extension. Except for the Term's expiration date, the provisions of this Agreement shall remain in effect during each of the optional one (1) year terms.

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 Program Management Services a monthly flat rate of twenty-five thousand four hundred and eight dollars and zero cents (\$25,408.00) per month, as described in the Expenditure Table included as Exhibit B in the Consultant Proposal. If the GWMA Board approves a change to the approved fee, then the new, approved fee shall be incorporated into Exhibit B of the Consultant Proposal and shall thereafter supersede the then in effect fee.

GWMA shall pay Consultant for the Grant Management Services a monthly flat rate of six thousand two hundred and fifty dollars and zero cents (\$6,250.00) per month, as described in the Expenditure Table included as Exhibit B in the Consultant Proposal. If the GWMA Board approves a change to the approved fee, then the new, approved fee shall be incorporated into Exhibit B of the Consultant Proposal and shall thereafter supersede the then in effect fee.

GWMA shall pay Consultant for the DAC Services a monthly flat rate of two thousand two hundred and fifty dollars and zero cents (\$2,250.00) per month, as described in the Expenditure Table included as Exhibit B in the Consultant Proposal. If the GWMA Board approves a change to the approved fee, then the new, approved fee shall be incorporated into Exhibit B of the Consultant Proposal and shall thereafter supersede the then in effect fee.

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 Attachment 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.

In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant Proposal, the provisions of this Agreement shall control.

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"). Ms. Kast will serve as the GWMA's Executive Officer during the Term. 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 Professional Services Agreement dated August 1, 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

Title: General Counsel

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 Los Angeles Gateway Region Integrated Regional Water Management Authority	Koa Consulting, Inc.			
By: Name: Lisa Ann Rapp Title: Chair	By:	Name: Title:		
Approved as to Form: By: Mall	Ву:	Name: Title:		
Name: Nicholas R. Ghirelli				

ATTACHMENT A

Proposal for Services Dated February 27, 2019



Planning - Environmental - Engineering

February 27, 2019

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

Subject: GWMA Program Management and Greater Los Angeles Integrated Regional Water

Management Disadvantaged Community Committee Chair and Disadvantaged

Community Involvement Program Task Force Co-Chair

Dear Ms. Rapp:

Koa Consulting, Inc. is pleased to submit this proposal to the GWMA to provide management services for the GWMA Program Management and Greater Los Angeles Integrated Regional Water Management Disadvantaged Community Committee Chair and Disadvantaged Community Involvement Program Task Force Co-Chair. 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 services from March 1, 2019 through June 30, 2020 (*16-month period*).

Fee:

We will provide the services as described in **Exhibit "A"** for the lump sum amount of \$135,632.00 for the remainder of Fiscal Year 2018-2019 (March 1,2019 through June 30, 2019), and \$406,896.00 for Fiscal Year 2019-2020 (July 1, 2019 through June 1, 2020) for a total contract amount of \$542,528.00, based on the monthly Expenditure Table attached as **Exhibit "B"** and based on our Hourly Rate Schedule for the GWMA On-Call Contract.

The parties have the option to extend the term for three (3) additional one-year periods.

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

Respectfully submitted,

Traci Gleason, PE

President

Attachments (Exhibits A and B)

Cc: Kekoa Anderson, PE



EXHIBIT "A" GATEWAY WATER MANAGEMENT AUTHORITY SCOPE OUTLINE

TASK 1. PROGRAM MANAGEMENT & ADMINISTRATION/ACCOUNTING/MEETINGS

Task 1a. Program Management and 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 Chair of the Board, the Executive Committee, and the Board
- Answers inquiries, conducts research, and provides follow-up to Board

Task 1b. 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



Task 1c. Meetings

- Serve as representative on IRWM meetings
 - o Sub-regional meetings
 - Leadership meetings
- Prepare for and attend monthly 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 monthly Regional Watershed Group Meetings (*See Figure 1*)
- Attend Public Hearing/Meetings
- Attend bi-monthly GCCOG/GWMA Joint Coordination Meetings



Figure 1: Gateway Region Watershed Groups

TASK 2. GRANT ADMINISTRATION

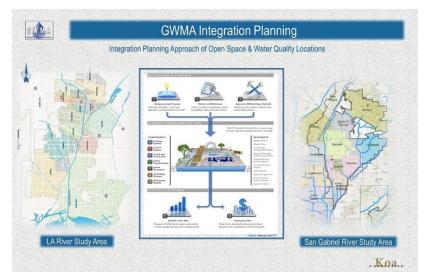
Task 2a. Visioning & Regional Integration Program

- Coordinate activities with GWMA and GCCOG Programs
- Capture the various independent local visioning and programs, and promote consistency with regional projects
- Regional Planning Focus evaluate and incorporate the existing projects and on-going studies and develop them into a formally adopted Visioning & Regional Integration Program Summary Report.

o 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





- Prepare various visual tools for renderings, presentations, reports, public outreach, concept evaluations, and general graphics.
 - Utilize 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.

Task 2b. Funding Strategy and Grant Coordination

- Coordinate GWMA with GCCOG and identify possible funding strategies and optimize the benefits
 to the Gateway Region with the greatest rate of return on investment, through shared funding avenues
 and project coordination.
- Discuss joint legislative, project and grant opportunities.
- Review 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
- 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

TASK 3. GREATER LOS ANGELES IRWM DAC COMMITTEE CHAIR AND DACIP TASK FORCE CO-CHAIR

Per the February 14, 2019 GWMA Board Meeting, the Koa Consulting Team was requested to include in this proposal, scope for the Koa Consulting Team to provide services as the Greater Los Angeles Region Integrated Regional Water Management (IRWM) Disadvantaged Community (DAC) Committee Chair and Disadvantaged Community Involvement Program (DACIP) Task Force Co-Chair.

Key Program Elements

- DACIP was approved by voters as part of Proposition 1 in 2014. DACIP is under the State's Integrated Regional Water Management "IRWM" Program administered by the Dept. of Water Resources "DWR" and provides \$9.8M towards program implementation over 3 years.
- Disadvantaged Communities "DACs" include economically distressed, under-represented communities and/or populations with less than 80% of the State median household income.
- Key DACIP objectives are:
 - "Work collaboratively to involve DACs, community-based organizations, and stakeholders in IRWM planning efforts to ensure balanced access and opportunity for participation in the IRWM planning process."



- o "Increase the understanding, and where necessary, identify the water management needs of DACs on a Funding Area basis."
- "Develop strategies and long-term solutions that appropriately address the identified DAC water management needs."

Key DACIP Goals:

- Strengthen relationships and engagement with DACs and develop long-term working relationships.
- o Identify new DACs and engage them in relationships and opportunities
- Support and engage DACs in watershed planning, identify water-related needs, and ultimately work together to assist them in developing needed project plans.
- Assist/Support DACs in securing potential State and/or local funding, if and when available.
- DACIP jurisdiction includes three IRWM Regions: Greater LA County, Upper Santa Clara, and Ventura County.
- Greater LA County "GLAC" is the largest IRWM region with 87 cities, "GLAC" includes 9.8M residents of which 42% fall into the DAC category.
- Because the GLAC IRWM region is so large, it is divided into five sub-regions: 1) South Bay; 2) Upper Los Angeles River; 3) Lower San Gabriel-Lower Los Angeles River; 4) Upper San Gabriel/Rio Hondo; and 5) North Santa Monica Bay. All have DACs except for North Santa Monica Bay.
- Underrepresented communities that are not captured by census include Native American tribal
 members, homeless people and migrant and resident farmworkers. This program will attempt to identify
 and involve them in this program in addition to the previously identified DACs.
- Funds from the \$9.8M grant can be spent on:
 - Needs Assessment (State requirement)
 - Community Outreach
 - Education
 - Facilitation
 - Technical Assistance
 - Project Development
 - Site Assessment
 - o Engagement in IRWM Efforts
 - Enhancement of DAC aspects in IRWM Plans
 - Governance Structure

Program Structure and Representation

- In 2016, the GLAC IRWM Leadership created the GLAC DAC Committee to represent all five subregions. The GLAC DAC Chair's role was to offer leadership and organize the group, request full participation and representation from each sub-region and include NGOs on the committee.
- DWR required that all three regions work together under one grant agreement to implement program.
- LA County was asked to administer DACIP grant by all three regions;
- In 2016, the DACIP Task Force was also formed in response to the 3-region DACIP program.



- DACIP Task Force includes two representatives from each region to collaborate, identify DAC needs, equitably distribute funds in response to region needs.
- The GLAC DAC Chair is one of two representatives from the GLAC region.
- GLAC DAC Committee roles: 1) Oversee, participate and provide guidance to GLAC DACIP Task Force Representatives (GLAC DAC Chair and County Rep) in relation to sub-regional needs (i.e., help identify DACs and NGOs, advice for outreach, oversight on allocation of funds and expenditures, as needed, etc.); and 2) Provide information to the GLAC IRWM Leadership Committee.
- DACIP Task Force roles: 1) Oversee RFP process and recommend selections; 2) Oversee work of the regional project managers and consultants; 3) coordinate funding allocations between regions based upon identified needs as the program rolls out over 3 years; and 4) Oversee the entire program and report to DWR as needed.

DACIP Schedule

- DACIP is a 3-year grant which officially started Q2 2018.
- DACIP started with development of digital and print engagement/involvement materials with translation (Cal State University is the consultant for this task).
- DACIP will process setting up workshops, door-to-door meet and greets, social media, presentations at local community meetings.

Gateway Region

- Gateway Region is identified as the Lower San Gabriel-Lower Los Angeles Rivers Region per the IRWM guidelines.
- Gateway Region includes 27 cities and unincorporated areas, many of which have a small or large DAC community population.

It is anticipated that a maximum of 15 hours per month will be needed to fulfill the responsibilities of this scope of work for this task.

EXHIBIT "B"

GWMA Prog. Mgmt & Admin/Grant Admin/DAC Chair and DACIP Co-Chair Expenditure Table

	Koa Consulting, Inc.	FY2018-2019					
Task No.	Description	Mar-19	Apr-19	May-19	Jun-19		
1	Program Mgmt & Admin/Accting/Meetings	\$25,408	\$25,408	\$25,408	\$25,408		
2	Grant Administration	\$6,250	\$6,250	\$6,250	\$6,250		
3	IRWM DAC Committee Chair/ DACIP Task Force Co-Chair	\$2,250	\$2,250	\$2,250	\$2,250		
Monthly Planned Expenditure		\$33,908	\$33,908	\$33,908	\$33,908		
Cui	nulative Planned Expenditure	\$33,908	\$67,816	\$101,724	\$135,632		

	Koa Consulting, Inc.	FY2019-2020											
Task No.	Description	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
1	Program Mgmt & Admin/Accting/Meetings	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408	\$25,408
2	Grant Administration	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250
3	IRWM DAC Committee Chair/ DACIP Task Force Co-Chair	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
Monthly Planned Expenditure		\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908	\$33,908
Cumulative Planned Expenditure		\$33,908	\$67,816	\$101,724	\$135,632	\$169,540	\$203,448	\$237,356	\$271,264	\$305,172	\$339,080	\$372,988	\$406,896

ATTACHMENT B

Consultant's Hourly Rates



Koa Consulting, Inc. Billing Rate Sheet

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

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