



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

## **AGENDA**

**Regular Meeting of the Board of Directors  
Thursday, May 13, 2021 at 12:00 p.m.**

**Meeting Remote Location  
via WebEx**

**<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=me087a8ff0c9b0ca119ca372ff855686c>**

**or via phone**

**1-415-655-0001**

**Meeting number: 182 315 8654**

**Password: GatewayH2O (42839294 from phones or video systems)**

**(There will be no physical attendance at Progress Park)**

- 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 Consent Calendar: (Acted as one item unless withdrawn by request)**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 March 11, 2021 (Enclosure).
  - b. Ratify the Warrant Register for April 2021 and Approve the Warrant Register for May 2021 (Enclosures).
  - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
- 6. Discussion/Action Regarding Audit Engagement for Fiscal Year 2020-2021 (Enclosure)**
  - a. Authorize Fedak & Brown LLP to conduct GWMA's Fiscal Year 2020-2021 audit in an amount not to exceed \$8,280.

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

Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
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- 7. Workshop – Fiscal Year 2020-2021 GWMA Administrative Budget (Enclosure)**
- 8. Direct and Indirect Administrative Fees for Fiscal Year 2021-2022 (Enclosure)**
  - a. Approve Fiscal Year 2021-2022 GWMA Member Direct Cost Administrative Fees at a rate of 3% of the Member's cost share allocation for the particular watershed, grant, program or other activities.
  - b. Approve Fiscal Year 2021-2022 GWMA Non-Member Direct Cost Administrative Fees at a rate of 5% of the Non-Member's cost share allocation for the particular watershed, grant, program or other activities.
  - c. Approve Fiscal Year 2021-2022 GWMA Non-Member Indirect Cost Administrative Fees at a rate of 3.76% of the Non-member's cost share allocation for the particular watershed, grant, program or other activities.
- 9. GWMA Grant Administration and Funding Strategies – Oral Report**
- 10. Legislative Oral Report (Enclosures)**
  - a. AB377 Water quality: impaired waters. (Rivas/Hertzberg)
- 11. Safe Clean Water Program - Oral Reports**
  - a. Lower Los Angeles River WASC – Gina Nila
  - b. Lower San Gabriel River WASC – Lisa Rapp
- 12. Gateway Region Watershed Management Groups - Oral Reports**
  - a. Lower Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group
  - b. Lower Los Angeles River (LLAR) Watershed Group
  - c. Lower San Gabriel River (LSGR) Watershed Group
  - d. Los Cerritos Channel (LCC) Watershed Group
- 13. Executive Officer's Oral Report**
- 14. Directors' Oral Comments/Reports**

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**15. Closed Session**

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

**16. Discussion/Action Regarding One-Year Extension of Professional Services Agreement with Koa Consulting for GWMA Program Management, Grant Administration, and DAC Committee Services (Enclosure)**

- a. Approve a one-year extension of the Professional Services Agreement attached as Attachment A with Koa Consulting, with a new expiration date of June 30, 2022; and
- b. Direct the Chair to provide written notification to Koa Consulting of the Board's approval of the one-year contract extension.

**17. Adjournment to Regular Board Meeting on June 10, 2021.**

**NOTICE:** GWMA will hold Board Meetings via video conference to meet social distancing recommendations or meet in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video-conference information will be posted with each Board Agenda which can be found at [www.gatewaywater.org](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY  
LOS ANGELES GATEWAY REGION  
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY  
BOARD  
VIA VIDEO CONFERENCING  
THURSDAY, MARCH 11, 2021**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, March 11, 2021 at 12:00 p.m. via WebEx and Phone Conference.

Chair Lisa Rapp called the meeting to order at 12:03 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

**BOARD MEMBERS PRESENT:**

Okina Dor	Artesia
Veronica Sanchez (alternate)	Bell Gardens
Alex Rojas	Central Basin Municipal Water District
Mike O'Grady	Cerritos
Cesar Roldan	Huntington Park
Mark Stowell	La Mirada
Lisa Rapp	Lakewood
Melissa You	Long Beach
Jillian Croci	Long Beach Water
Lorry Hempe (alternate)	Lynwood
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
Dylan Porter (alternate)	Port of Long Beach
Sarina Morales-Choate (alternate)	Santa Fe Springs
Kelli Tunnichliff	Signal Hill
Gladis Deras (alternate)	South Gate
Jazmine Hooks (alternate)	Vernon
Esther Rojas (alternate)	Water Replenishment District
Vicki Smith	Whittier

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

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Nicholas Ghirelli	Legal Counsel
Kekoa Anderson	Funding/Grants Program
Jeremy Melendez (alternate)	Central Basin Municipal Water District
Whitford Marin (alternate)	City of Huntington Park
Don Nguyen (alternate)	City of Santa Fe Springs
Jesse Sira (alternate)	City of Santa Fe Springs
Martha Camacho Rodriguez	Central Basin Municipal Water District
Letecia Vasquez-Wilson	Central Basin Municipal Water District
Nina Turner	Port of Long Beach

STAFF AND GUESTS ON SIGN-IN SHEET (continued):

Alec German	Fedak & Brown
Gerald Green	CWE
Scott Struck	Geosyntec

**ITEM 3 - ADDITIONS TO THE AGENDA**

None.

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

None.

**ITEM 5 - CONSENT CALENDAR**

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

**AYES:** Melendez, O’Grady, Roldan, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Morales-Choate, Tunnichliff, Hooks, E. Rojas, Smith.

**NOES:** None.

**ABSTAIN:** Dor, Sanchez, Stowell, Porter, Deras. (Minutes only).

**ITEM 6 – GWMA AUDIT FOR FISCAL YEAR 2019-2020**

Alec German, from Fedak & Brown, LLP, presented the 2019-2020 GWMA Audit results to the Board. Mr. German noted that in their opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of June 30, 2020, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America. They did not identify material weakness within GWMA’s internal control structure. Mr. German reviewed the financial highlights.

Director Dor motioned to receive and file the annual audited financial statement for Fiscal Year 2019-2020. The motion was seconded by Director Deras, and the motion was approved by the following voice vote:

**AYES:** Dor, Sanchez, Melendez, O’Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunnichliff, Deras, Hooks, E. Rojas, Smith.

**NOES:** None.

**ABSTAIN:** None.

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**ITEM 7 - DISCUSSION/ACTION REGARDING MOU WITH THE CITY OF COMPTON FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL**

Director Rojas entered at 12:25 p.m.

GWMA entered into agreements with Harbor Toxic upstream participants in May of 2018 for cost sharing for the installation of the monitoring stations and the costs of monitoring conducted at the monitoring stations. The City of Compton requested to become a Harbor Toxic Upstream participant for the remainder of the existing term (through June 30, 2023). Approval and authorization for the agreement was requested because the financial obligations for the City of Compton are a little different. Compton would also be invoiced for administrative fees to cover direct administrative costs. Since the City is a member of GWMA, they will not be invoiced for indirect administrative costs.

Director Figueroa motioned to approve the agreement with the City of Compton for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL, as presented, and authorize the Chair to execute the Agreement with the City of Compton. The motion was seconded by Director O’Grady and approved by the following voice vote:

**AYES:** Dor, Sanchez, A. Rojas, O’Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunncliff, Deras, Hooks, E. Rojas, Smith.

**NOES:** None.

**ABSTAIN:** None.

**ITEM 8 – DISCUSSION/ACTION REGARDING CITY OF AVALON’S FISCAL YEAR 2020-2021 MEMBERSHIP DUES AND REQUEST TO WITHDRAW MEMBERSHIP FROM GATEWAY WATER MANAGEMENT AUTHORITY**

The City of Avalon joined GWMA as a member in 2015 and has actively participated as a voting member since joining. With the city’s reduction in tax revenues due to lack of tourism, their solvency at risk, recent staff resignations/reductions and other unprecedented changes due to the COVID-19 pandemic, the City of Avalon requested a reduction in their Fiscal Year (FY) 2020-2021 GWMA Membership Dues. Their plan is to withdraw its membership from GWMA in March 2021 via Resolution of its Governing Board with the intent of re-joining sometime in the future.

Director O’Grady motioned to accept the City of Avalon’s request to reduce its FY 2020-2021 membership dues assessment by one-half (\$7,500) and to accept its withdrawal (via Resolution) as a member in good-standing. The motion was seconded by Director Tunncliff and approved by the following voice vote:

**AYES:** Dor, Sanchez, A. Rojas, O’Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunncliff, Deras, Hooks, E. Rojas, Smith.

**NOES:**       None.

**ABSTAIN:**   None.

**ITEM 9 – DISCUSSION/ACTION REGARDING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD FOR THE JOHN ANSON FORD PARK INFILTRATION CISTER: PHASE I PROJECT**

GWMA applied for a Proposition 1 grant in 2016 on behalf of the Los Angeles River Upper Reach 2 (LAR UR2) Watershed Group, for the first phase of the John Anson Ford Park Infiltration Cistem Project. GWMA was awarded \$9,904,842 by the State Water Resources Control Board (SWRCB). In January 2018, the Board authorized the Chair to execute the agreement with the SWRCB. Per the agreement, the work completion date is March 31, 2021. However, a schedule amendment request was submitted to the State to accommodate construction delays due to weather and also to accommodate Phase II of construction that will be funded by Measure W.

Director Figueroa motioned to approve the First Amendment to the Grant Agreement with the California State Water Resources Control Board for the John Anson Ford Park Infiltration Cistem: Phase I Project, and authorize the Chair to execute the Agreement Amendment. The motion was seconded by Director Deras, and approved by the following voice votes:

**AYES:**       Dor, Sanchez, A. Rojas, O’Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunnichliff, Deras, Hooks, E. Rojas, Smith.

**NOES:**       None.

**ABSTAIN:**   None.

**ITEM 10 – DISCUSSION/ACTION REGARDING GWMA’S UPDATED ON-CALL CONSULTING SERVICES LIST**

At the previous GWMA Board Meeting, the Board approved a revised On-Call Consulting List based on the results of a Request For Qualifications process that began on September 30, 2020. This was due to the expiration of Professional Service Agreement (PSA)s for most of the consultants (5-year terms). However, two consultants with non-expired PSAs on the GWMA On-Call Consulting Services List were requested to resubmit a proposal due to team member changes or because staff felt updated qualifications were needed. Geosyntec Consultants had resubmitted a Statement of Qualifications but their current agreement does not expire until November 2022. Geosyntec Consultants has since requested that the existing PSA and all of its terms (which expires on November 9, 2022) be kept valid in lieu of entering into a new 5-year PSA ending in 2026.

Director Hempe motioned to approve the updated on-call consulting services list as presented. The motion was seconded by Director Roldan, and approved by the following voice votes:

**AYES:**       Dor, Sanchez, A. Rojas, O’Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunnichliff, Deras, Hooks, E. Rojas, Smith.

**NOES:**       **None.**

**ABSTAIN:**   **None.**

### **ITEM 11 – LEGISLATIVE ORAL REPORTS**

GWMA's Legal Counsel, Nicholas Ghirelli of Richards Watson Gershon (RWG) provided an update regarding AB377 (Rivas) which was sponsored by Coastkeeper. The bill, if passed, would take away a lot of the discretion that the Regional Board currently has to modify implementation schedules for TMDLs and craft permits with alternative compliance approaches that involve implementing structural BMPs over a period of time as a means of achieving compliance with TMDLs. The bill seems to be targeted at the Los Angeles (LA) MS4 Permit and seeks to prohibit the Regional Board from issuing NPDES and waste discharge permit requirements that causes or contributes to exceedance of water quality standards by prohibiting any type of alternative compliance determination. A very recent amendment was submitted which would expressly authorize WMPs, EWMPs and BMPs based compliance options to achieve water quality standards. However, the bill does not explain WMP or EWMP. It is assumed that they are the types of programs that are currently in the LA Permit. It also just describes them as a planning tool for achieving compliance and not as a means to achieving compliance. The bill still prohibits compliance schedules and permits or basin planning for existing water quality standards for TMDLs, but would allow for compliance schedules as part of enforcement orders such as TSOs, which is also problematic when LA Regional Board is doing critical work extending compliance schedules for TMDLs. The bill will still prohibit anti-backsliding in the permit but would incorporate some narrow exceptions recognized under federal law. That is important for municipal stormwater because there is a case involving the LA Permit that said anti-backsliding does not apply in municipal stormwater permits, meaning that the regional board has flexibility to potentially issue a permit that does not require as strict compliance with the previously issue permit.

Legal Counsel Ghirelli reported that the California Stormwater Quality Association (CASQA) has been taking the outreach lead organization to oppose the bill. A hearing date was scheduled for April 7<sup>th</sup> at 9:00 a.m. Therefore, agencies planning to submit an opposition letter should file the letter before April 7<sup>th</sup>.

Director Figueroa motioned to oppose the AB377 legislation and to authorize the GWMA Chair to submit comment letters, as necessary throughout the legislative process. The motion was seconded by Director Deras, and approved by the following voice votes:

**AYES:**       **Dor, Sanchez, A. Rojas, O'Grady, Roldan, Stowell, Rapp, You, Croci, Hempe, Figueroa, Guerrero, Porter, Morales-Choate, Tunncliff, Deras, Hooks, E. Rojas, Smith.**

**NOES:**       **None.**

**ABSTAIN:**   **None.**

Executive Officer Kast provided information regarding AB1195 that would create the Southern Los Angeles County Regional Water Agency as a regional water agency serving the drinking water



needs of the cities, unincorporated areas, and residents in the communities overlying the Central Basin and West Coast Basin aquifers in southern Los Angeles County. Director A. Rojas noted that Central Basin Municipal Water District is concerned how broad the bill is written. It doesn't discuss criteria for designating or identifying small water systems that would be identified for consolidations. Director A. Rojas noted that CBMWD will be taking this issue to their board and to make the request to see more specific language regarding consolidation of small water systems, and how to adequately involve the community in those decisions.

#### **ITEM 12 – SAFE CLEAN WATER PROGRAM ORAL REPORT**

Director Rapp is the chair for LSGR WASC. She reported that the WASC met on March 9th. At the March meeting, the LSGR WASC had completed the project presentations for Infrastructure Projects and Scientific Studies. At the next meeting, which is to occur the second week of April, the WASC will begin to formulate the SIP. The County staff said they would like to get the SIPs from all the WASCs completed by the end of May. Director Rapp also reminded the attendees that April 1<sup>st</sup> is the deadline to provide the expenditure plan for Year 2, and that July 31<sup>st</sup> is the deadline to apply for Year 3. Director Tunnichiff noted that the City of Signal Hill is taking the plan to their council for approval to share the list of projects with the public so that it is an opportunity for the community engagement.

Director Figueroa noted for LLAR WASC that similar to the LSGR WASC, presentations will be provided during the March and April meetings. The SIP will likely be prepared in May.

#### **ITEM 13 - GATEWAY REGIONAL WATERSHED MANAGEMENT GROUPS ORAL REPORT**

##### **Lower Los Angeles River Upper Reach 2 (LARUR2) Watershed Group**

None.

##### **Lower Los Angeles River (LLAR) Watershed Group**

None.

##### **Lower San Gabriel River (LSGR) Watershed Group**

Director O'Grady reported the watershed group is continuing to identify projects interested as a group in securing services for feasibility studies so that they can prepare projects to submit for regional funding under Measure W. Two projects were identified at the last meeting that they are accepting proposals for.

##### **Los Cerritos Channel (LCC) Watershed Group**

None.

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

Executive Officer Grace Kast reminded Board Members that they are required to submit annual Form 700s. The deadline to file is April 1<sup>st</sup>.

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**ITEM 15 – DIRECTORS’ ORAL COMMENTS/REPORTS**

None.

The meeting adjourned at 1:10 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, April 8, 2021 at 12:00 p.m. The meeting will be held via video conference to meet social distancing recommendations or will be held in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video conference information will be posted with each Board Agenda which can be found at [www.gatewaywater.org](http://www.gatewaywater.org) 72 hours in advance of the meeting.

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Lisa Rapp, Chair

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Date



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

May 13, 2021

**AGENDA ITEM 5b – Ratify the Warrant Register for April 2021 and Approve the Warrant Register for April 2021**

**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 Registers for expenditures dated April 2021 in the amount of \$344,617.19, is submitted for ratification by the Board, and the Warrant Register for expenditures dated May 2021 in the amount of \$617,392.33 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

**FISCAL IMPACT:**

The Warrant Registers total \$962,09.52. Funds to cover payment are available in the GWMA budget.

**RECOMMENDATION:**

Ratify the Warrant Register for April 2021, and Approve the Warrant Register for May 2021.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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WARRANT REGISTER  
DISBURSEMENT JOURNAL  
April 2021

Invoice Date	Vendor	Invoice Number	Description	Amount
4/1/2021	City of Paramount	4560	Rent (April 2021)	\$ 360.32 ✓
3/10/2021	Civiltec Engineering	43904	Adv Water Meter Replacement (through Feb 28, 2021)	\$ 500.00 ✓
3/25/2021	Clifton Larson Allen	2782917	Prepare and file 2020 1099s	\$ 955.00 ✓
3/25/2021	Clifton Larson Allen	2782918	Accounting Support (Mar 2021)	\$ 1,500.00 ✓
3/31/2021	Gateway Cities Council of Governments	03-31-21	Office Supplies & Fed Ex	\$ 245.38 ✓
3/19/2021	John L Hunter and Associates, Inc.	BGFPP2102	John Anson Ford Park Project (Feb 2021)	\$ 52,355.00 ✓
2/12/2021	John L Hunter and Associates, Inc.	GWM1GHR12101	Harbor Toxics (Jan 2021)	\$ 15,828.99 ✓
2/12/2021	John L Hunter and Associates, Inc.	GWM1LLA12101	LLAR WMP (Jan 2021)	\$ 47,707.35 ✓
2/12/2021	John L Hunter and Associates, Inc.	GWM1LSG12101	LSGR WMP (Jan 2021)	\$ 59,021.28 ✓
3/15/2021	John L Hunter and Associates, Inc.	GWM1LSG12102	LSGR WMP (Feb 2021)	\$ 53,138.84 ✓
3/26/2021	Koa Consulting, Inc.	K114-01-40	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Mar 2021)	\$ 33,908.00 ✓
3/16/2021	Richard Watson & Associates	21-192-003-003	LCC WMP CIMP (Feb 2021)	\$ 78,242.03 ✓
3/22/2021	Richards Watson Gershon	231011	Legal Services (through Feb 28, 2021)	\$ 855.00 ✓
Total				\$ 344,617.19

Reviewed and Approved by:


  
Kelli Tunnicliff, GWMA Secretary and Treasurer



WARRANT REGISTER  
DISBURSEMENT JOURNAL  
May 2021

Invoice Date	Vendor	Invoice Number	Description	Amount
4/7/2021	Central Basin Municipal Water District	2017-00000004 (REVISED)	Prop 84 2015 Project 2 (RCP 3 - Category D)	\$ 16,615.33 ✓
4/7/2021	Central Basin Municipal Water District	2018-2 (REVISED)	Prop 84 2015 Project 2 (RCP 4 - Category D)	\$ 5,556.90 ✓
4/7/2021	Central Basin Municipal Water District	2018-3 (REVISED)	Prop 84 2015 Project 2 (RCP 5 - Categories A and D)	\$ 14,359.93 ✓
4/7/2021	Central Basin Municipal Water District	2018-7 (REVISED)	Prop 84 2015 Project 2 (RCP 6 - Category D)	\$ 6,453.75 ✓
4/7/2021	Central Basin Municipal Water District	2018-8 (REVISED)	Prop 84 2015 Project 2 (RCP 7 - Category D)	\$ 38,108.71 ✓
4/7/2021	Central Basin Municipal Water District	2019-4	Prop 84 2015 Project 2 (RCP 9 - Categories A and D)	\$ 9,427.79 ✓
4/7/2021	Central Basin Municipal Water District	2019-5-6/2020-1	Prop 84 2015 Project 2 (RCP 10-13- Categories A and D)	\$ 127,700.70 ✓
4/7/2021	Central Basin Municipal Water District	2020	Prop 84 2015 Project 2 (RCP 14-17- Category A)	\$ 17,118.78 ✓
5/1/2021	City of Paramount	4596	Rent (May 2021)	\$ 360.32 ✓
4/13/2021	Civiltec Engineering	44053	Adv Water Meter Replacement (through April 2, 2021)	\$ 6,675.00 ✓
4/26/2021	Clifton Larson Allen	2829016	Accounting Support (April 2021)	\$ 1,500.00 ✓
3/31/2021	CWE	21509	LARUR2 CIMP (February services)	\$ 23,203.77 ✓
3/31/2021	Fedak & Brown, LLP	3-31-2021	Audit Services (March 2021)	\$ 1,220.00 ✓
4/30/2021	Gateway Cities Council of Governments	04-30-21	Office Supplies & Fed Ex	\$ 238.61 ✓
3/19/2021	John L Hunter and Associates, Inc.	BG1FPP12103	John Anson Ford Park Project (Mar 2021)	\$ 53,510.00 ✓
3/15/2021	John L Hunter and Associates, Inc.	GWM1GHR12102	Harbor Toxics (February 2021)	\$ 10,824.89 ✓
3/15/2021	John L Hunter and Associates, Inc.	GWM1LLA12102	LLAR WMP (February 2021)	\$ 38,737.32 ✓
4/15/2021	John L Hunter and Associates, Inc.	GWM1LLA12103	LLAR WMP (Mar 2021)	\$ 58,461.88 ✓
4/30/2021	Koa Consulting, Inc.	K114-01-41	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Apr 2021)	\$ 33,908.00 ✓
4/15/2021	Pico Water District	1	Prop 84 2015 Project 1	\$ 74,377.78 ✓
4/14/2021	Richard Watson & Associates	21-192-003-004	LCC WMP CIMP (Feb 2021)	\$ 76,725.37 ✓
4/8/2021	Richards Watson Gershon	231288	Legal Services (through Mar 31, 2021)	\$ 1,057.50 ✓
4/16/2021	Urban Water Institute	4/16/2021	Annual Membership	\$ 1,250.00 ✓
Total				\$ 617,392.33

Reviewed and Approved by:

  
Kelli Tunnicliff, GWMA Secretary and Treasurer



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

May 13, 2021

**AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2020-2021**

**SUMMARY:**

At the Board meeting in June 2020, the Board approved the budget for legal counsel services of \$30,000 for Fiscal Year (FY) 2020-2021 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 30,000.00	FY 2020-2021 Budget amount for Legal Counsel services
<u>\$ 9,002.03</u>	Expenditures for Legal Counsel services through March 31, 2021
\$ 20,997.97	Remaining budget amount available through June 30, 2021

**FISCAL IMPACT:**

The total expenditures for Legal Counsel services for FY 2020-2021 through March 31, 2021 total \$9,002.03. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2020-2021 budget.

**RECOMMENDATION:**

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

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

Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey  
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount  
Pico Rivera • Port of Long Beach • 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*



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

May 13, 2021

## **AGENDA ITEM 6 – Discussion/Action Regarding Audit Engagement for Fiscal Year 2020-2021**

### **SUMMARY:**

In anticipation of conducting the Fiscal Year (FY) 2020-2021 Audit, staff requested the attached engagement proposal. Due to consistency, it is the recommendation of GWMA's Accounting Consultant to continue to engage the same auditor that GWMA has used for the past four years, which is Fedak & Brown LLP. GWMA's Treasurer will remain as the Controller of GWMA for auditing purposes. A single audit will not be required for FY 2020-2021.

### **FISCAL IMPACT:**

The total cost to complete the audit for FY2020-2021 will not exceed a total of \$8,280. The FY 2021-2022 budget includes an amount of \$8,500.

### **RECOMMENDATION:**

Authorize Fedak & Brown LLP to conduct GWMA's FY 2020-2021 audit in an amount not to exceed \$8,280.

**Lisa Rapp (Lakewood), Board Chair • Adriana Figueroa (Paramount), Vice-Chair • Kelli Tunnicliff (Signal Hill), Secretary/Treasurer**  
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*With Technical Support From The Sanitation Districts Of Los Angeles County*



Charles Z. Fedak, CPA, MBA  
Christopher J. Brown, CPA, CGMA  
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

February 26, 2021

Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority  
16401 Paramount Boulevard  
Paramount, California 90726

Re: Engagement Letter for auditing services for the year ended June 30, 2021

Dear Ms. Grace Kast, Executive Officer:

Enclosed is our Engagement Letter to perform auditing services for the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority. We look forward to working with you and the rest of the Authority staff.

Please sign this engagement letter and return it in the envelope provided at your convenience.

If you have any questions regarding this letter please let me know.

Cordially,

Christopher J. Brown, CPA, CGMA

Enclosures

CJB/rmm





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

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### UNDERSTANDING OF THE ENGAGEMENT

February 26, 2021

Board of Directors

Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority  
16401 Paramount Boulevard  
Paramount, California 90726

Dear Ms. Grace Kast, Executive Officer:

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, 2021. 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, 2021. 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

### ***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. 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.

### ***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. 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*.

### ***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 non-audit 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.

***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.

***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 non-audit 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 non-audit 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.

***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.

***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 Planning procedures in March 2021, begin our audit procedures in April to May 2021, and to issue our reports no later than December 2021. 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 \$8,280 (with out-of-pocket expenses not exceeding \$250 and the preparation of the Authority's annual State Controller's Report for \$640). 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.



Very truly yours,

A handwritten signature in dark ink that reads "Fedak & Brown LLP". The signature is written in a cursive, slightly slanted style.

**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: \_\_\_\_\_



## Gateway Water Management Authority FY 2021/2022 Operating Budget

	A	B	C	D	E	F	G	H
	DESCRIPTION	FY 17/18 Actuals	FY 18/19 Actuals	FY 19/20 Actuals	FY 20/21 Admin Budget	FY 20/21 Year-End Projections	Budget to Actual Variance	FY 21/22 Admin Budget
1	<b>REVENUES</b>							
2	Dues from Member Agencies	\$ 398,000	\$ 411,365	\$ 416,000	\$ 417,500	\$ 410,000	\$ (7,500)	\$ 404,000
3	GWMA Administrative/Legal/Funding Strategy <b>Direct Charges</b> from Watersheds Including Use of Watershed	\$ 104,659	\$ 109,348	\$ 68,437	\$ 95,500	\$ 99,285	\$ 3,785	\$ 87,500
4	GWMA Administrative/Legal/Project Mgmt <b>Direct Charges</b> from GWMA Grants and Grant Sub-recipients	\$ 40,888	\$ 5,680	\$ 30,673	\$ 10,000	\$ 15,836	\$ 5,836	\$ 8,000
5	DACIP Proposal/Application Development (Grant Reimbursement)	\$ -	\$ -	\$ -	\$ 10,000	\$ 48,105	\$ 38,105	\$ 20,000
6	GWMA Indirect Fees from Non-members	\$ -	\$ 3,217	\$ 11,139	\$ 20,999	\$ 21,448	\$ 449	\$ 20,009
7	<b>TOTAL REVENUES</b>	<b>\$ 543,547</b>	<b>\$ 529,610</b>	<b>\$ 526,250</b>	<b>\$ 553,999</b>	<b>\$ 594,674</b>		<b>\$ 539,509</b>
8	<b>OPERATING EXPENSES</b>							
9	Professional Mgmt, Admin & Accounting Services - General GWMA Operations	\$ 247,126	\$ 232,311	\$ 242,876	\$ 234,500	\$ 226,421	\$ (8,079)	\$ 234,500
10	Professional Mgmt, Admin & Accounting Services - Allocated to Watershed/Grant Operations	\$ 90,534	\$ 91,649	\$ 81,020	\$ 90,000	\$ 97,430	\$ 7,430	\$ 90,000
11	General Counsel - General GWMA Operations	\$ 31,666	\$ 14,352	\$ 12,472	\$ 15,000	\$ 10,788	\$ (4,212)	\$ 15,000
12	General Counsel - Allocated to Watershed/Grant Operations	\$ 55,014	\$ 6,193	\$ 12,890	\$ 15,500	\$ 4,370	\$ (11,130)	\$ 15,500
13	Government Relations	\$ 22,913	\$ 23,523	\$ -	\$ -	\$ -	\$ -	\$ -
14	Meeting Expenses	\$ 4,806	\$ 4,005	\$ 1,738	\$ 2,000	\$ -	\$ (2,000)	\$ 2,500
15	Office Supplies, Postage, Notices, Misc.	\$ 3,447	\$ 4,568	\$ 2,963	\$ 5,000	\$ 2,556	\$ (2,444)	\$ 3,500
16	Office Rent	\$ 4,083	\$ 4,218	\$ 4,324	\$ 4,324	\$ 4,324	\$ (0)	\$ 4,324
17	Website Services	\$ 275	\$ -	\$ 450	\$ 500	\$ 500	\$ -	\$ 500
18	Insurance	\$ 11,786	\$ 12,049	\$ 11,113	\$ 12,000	\$ 12,000	\$ -	\$ 12,000
19	Authorized Conferences, Travel & Sponsorships	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ (2,000)	\$ 2,000
20	Organization Memberships	\$ 1,000	\$ 1,300	\$ 1,250	\$ 2,500	\$ -	\$ (2,500)	\$ 5,000
21	Audit	\$ 7,690	\$ 9,180	\$ 8,035	\$ 13,000	\$ 8,320	\$ (4,680)	\$ 8,500
22	<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 480,340</b>	<b>\$ 403,348</b>	<b>\$ 379,131</b>	<b>\$ 396,324</b>	<b>\$ 366,708</b>		<b>\$ 393,324</b>
23	<b>NET INCOME BEFORE SPECIAL PROJECTS</b>	<b>\$ 63,207</b>	<b>\$ 126,261</b>	<b>\$ 147,119</b>	<b>\$ 157,675</b>	<b>\$ 227,966</b>		<b>\$ 146,185</b>
24	<b>SPECIAL PROJECT EXPENSES</b>							
25	Prop 1 Greater LA IRWM (Round 1) Grant Application Fee <i>**Board approved use of reserve funds in July 2018**</i>	\$ -	\$ -	\$ 18,481	\$ 25,000	\$ -	\$ (25,000)	\$ -
26	Prop 1 Greater LA IRWM (Round 2) Grant Application Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000
27	Prop 84 2015 - AMR Project Management Services (Civiltec) <i>**collected from Project Participants during FY16/17 and held in general reserve**</i>	\$ 11,190	\$ 12,498	\$ 6,215	\$ 31,985	\$ 9,320	\$ (22,665)	\$ 15,000
28	Disadvantaged Community Involvement Program	\$ 31,395	\$ 9,000	\$ 27,000	\$ 27,000	\$ 27,000	\$ -	\$ 27,000
29	Awarded Grant Project Management Services	\$ 11,153	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	General Project Development and Funding Strategy Services-General Operations	\$ 18,750	\$ 57,814	\$ 69,800	\$ 55,000	\$ 61,680	\$ 6,680	\$ 55,000
31	General Project Development and Funding Strategy Services - Allocated to Watershed/Grant Operations	\$ -	\$ 17,186	\$ 5,200	\$ 20,000	\$ 13,320	\$ (6,680)	\$ 20,000
32	<b>TOTAL SPECIAL PROJECT EXPENSES</b>	<b>\$ 72,488</b>	<b>\$ 96,498</b>	<b>\$ 126,696</b>	<b>\$ 158,985</b>	<b>\$ 111,320</b>		<b>\$ 137,000</b>
33	<b>NET INCOME AFTER ALL OPERATING EXPENSES AND SPECIAL PROJECTS EXPENSE</b>	<b>\$ (9,281)</b>	<b>\$ 29,764</b>	<b>\$ 20,423</b>	<b>\$ (1,310)</b>	<b>\$ 116,646</b>		<b>\$ 9,185</b>
34	<b>BEGINNING FUND BALANCE</b>	<b>\$ 577,037</b>	<b>\$ 567,757</b>	<b>\$ 597,521</b>	<b>\$ 617,944</b>	<b>\$ 617,944</b>		<b>\$ 734,590</b>
35	<b>ADMINISTRATIVE ENDING FUND BALANCE</b>	<b>\$ 567,757</b>	<b>\$ 597,521</b>	<b>\$ 617,944</b>	<b>\$ 616,634</b>	<b>\$ 734,590</b>		<b>\$ 743,774</b>
36	All Watershed Groups Admin Fee Cumulative Ending Fund Balance							\$ 215,231
37	Cumulative Earned and Projected Interest Income through FY 21/22							\$ 226,600
38	<b>ADMINISTRATIVE ENDING FUND BALANCE WITH WATERSHED ADMIN FEE BALANCE + INTEREST INCOME</b>							<b>\$ 1,185,606</b>

**Los Angeles River Upper Reach 2**  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 (Projected)	FY 21/22 Budget
RESERVES FROM PREVIOUS YEAR	\$4,996	\$48,413	\$44,234	\$2,756	\$21,441
REVENUE					
GWMA Administrative Fee	\$8,944	\$11,354	\$1,500	\$16,477	\$9,990
Grants Administrative Fee	\$19,103	\$8,044	\$7,069	-	-
Other (Indirect Admin)	-	-	-	-	-
Other (approved line item transfer from MOU)	\$76,662	-	-	\$30,269	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$104,708</b>	<b>\$19,399</b>	<b>\$8,569</b>	<b>\$46,746</b>	<b>\$9,990</b>
OPERATING EXPENSE					
Administrative - Direct Charges	\$11,561	\$12,976	\$14,149	\$10,005	\$10,000
General Counsel - Direct Charges	\$8,842	-	4,185	-	-
Indirect Operating Expenses	-	-	-	-	-
Funding Strategy - Expense	-	\$4,922	\$1,040	2,220	2,500
Administrative - Grant Direct Charges	\$12,061	\$5,680	\$25,971	\$15,836	\$8,000
General Counsel - Grant Direct Charges	\$28,827	-	4,703	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$61,291</b>	<b>\$23,578</b>	<b>\$50,047</b>	<b>\$28,061</b>	<b>\$20,500</b>
<b>TOTAL ANNUAL NET VARIANCE</b>	<b>\$43,417</b>	<b>(\$4,179)</b>	<b>(\$41,478)</b>	<b>\$18,685</b>	<b>(\$10,510)</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>	<b>\$48,413</b>	<b>\$44,234</b>	<b>\$2,756</b>	<b>\$21,441</b>	<b>\$10,932</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				<b>-</b>	<b>\$0</b>

**Los Cerritos Channel**  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Projected	FY 20/22 Budget
RESERVES FROM PREVIOUS YEAR	\$7,138	\$10,789	\$12,983	\$21,389	\$34,562
<b>REVENUE</b>					
GWMA Administrative Fee	\$17,261	\$19,270	\$19,317	\$33,305	\$24,873
Grants Administrative Fee	-	-	-	-	-
Other (Indirect Admin)	-	-	-	\$2,020	\$2,315
Other (approved line item transfer from MOU)	-	-	-	-	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$17,261</b>	<b>\$19,270</b>	<b>\$19,317</b>	<b>\$35,325</b>	<b>\$27,188</b>
<b>OPERATING EXPENSE</b>					
Administrative - Direct Charges	\$10,971	\$12,987	\$10,081	\$16,937	\$12,000
General Counsel - Direct Charges	\$2,639	-	\$830	\$975	\$2,000
Indirect Operating Expenses	-	-	-	\$2,020	\$2,315
Funding Strategy - Expense	-	\$4,089	-	2,220	2,500
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$13,610</b>	<b>\$17,076</b>	<b>\$10,911</b>	<b>\$22,152</b>	<b>\$18,815</b>
<b>TOTAL ANNUAL NET VARIANCE</b>	<b>\$3,651</b>	<b>\$2,194</b>	<b>\$8,406</b>	<b>\$13,173</b>	<b>\$8,373</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>	<b>\$10,789</b>	<b>\$12,983</b>	<b>\$21,389</b>	<b>\$34,562</b>	<b>\$42,935</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				-	\$0

***Lower Los Angeles River***  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 (Projected)	FY 21/22 Budget
RESERVES FROM PREVIOUS YEAR	\$37,085	\$40,366	\$32,430	\$42,008	\$51,315
<b>REVENUE</b>					
GWMA Administrative Fee	\$18,260	\$8,204	\$19,402	\$32,078	\$21,799
Grants Administrative Fee	-	-	-	-	-
Other (Indirect Admin)	-	-	-	\$1,945	\$1,085
Other (approved line item transfer from MOU)	-	-	-	-	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$18,260</b>	<b>\$8,204</b>	<b>\$19,402</b>	<b>\$32,078</b>	<b>\$22,883</b>
<b>OPERATING EXPENSE</b>					
Administrative - Direct Charges	\$11,484	\$12,052	\$8,060	\$16,034	\$12,000
General Counsel - Direct Charges	\$3,494	-	\$724	\$2,573	\$3,000
Indirect Operating Expenses	-	-	-	\$1,945	\$1,085
Funding Strategy - Expense	-	\$4,088	\$1,040	\$2,220	\$2,500
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$14,978</b>	<b>\$16,140</b>	<b>\$9,823</b>	<b>\$22,772</b>	<b>\$18,585</b>
<b>TOTAL ANNUAL NET VARIANCE</b>	<b>\$3,281</b>	<b>(\$7,936)</b>	<b>\$9,578</b>	<b>\$9,306</b>	<b>\$4,299</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>	<b>\$40,366</b>	<b>\$32,430</b>	<b>\$42,008</b>	<b>\$51,315</b>	<b>\$55,613</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				-	\$0

**Lower San Gabriel River**  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 (Projected)	FY 21/22 Budget
RESERVES FROM PREVIOUS YEAR	\$33,099	\$41,190	\$42,759	\$51,898	\$63,470
<b>REVENUE</b>					
GWMA Administrative Fee	\$23,550	\$16,937	\$19,836	\$35,773	\$28,978
Grants Administrative Fee	-	-	-	-	-
Other (Indirect Admin)	-	-	-	\$7,703	\$6,085
Other (approved line item transfer from MOU)	-	-	-	-	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$23,550</b>	<b>\$16,937</b>	<b>\$19,836</b>	<b>\$35,773</b>	<b>\$35,063</b>
<b>OPERATING EXPENSE</b>					
Administrative - Direct Charges	\$12,010	\$11,280	\$7,853	\$13,673	\$10,000
General Counsel - Direct Charges	\$3,449	\$0	\$1,804	\$605	\$2,000
Indirect Operating Expenses	-	-	-	7,703	\$6,085
Funding Strategy - Expense	-	\$4,088	\$1,040	2,220	2,500
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$15,459</b>	<b>\$15,368</b>	<b>\$10,697</b>	<b>\$24,201</b>	<b>\$20,585</b>
<b>TOTAL ANNUAL NET VARIANCE</b>					
	<b>\$8,091</b>	<b>\$1,569</b>	<b>\$9,139</b>	<b>\$11,571</b>	<b>\$14,478</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>					
	<b>\$41,190</b>	<b>\$42,759</b>	<b>\$51,898</b>	<b>\$63,470</b>	<b>\$77,947</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>					
	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				-	\$0

***Harbor Toxics Downstream***  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Projected Through End of Year	FY 21/22 Budget
<b>RESERVES FROM PREVIOUS YEAR</b>	<b>\$15,077</b>	<b>\$6,014</b>	<b>-\$11,202</b>	<b>-\$2,799</b>	<b>\$14,380</b>
<b>REVENUE</b>					
GWMA Administrative Fee	\$10,812	\$9,641	\$9,521	\$7,634	\$9,544
Grants Administrative Fee	-	-	-	-	-
Other (Data Sharing Individuals)	\$2,864	\$2,508	\$8,610	\$7,380	\$7,380
Other (Indirect Admin)	-	-	\$8,133	\$6,774	\$7,518
Other (approved line item transfer from MOU)	-	-	-	\$13,852	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$13,676</b>	<b>\$12,149</b>	<b>\$26,264</b>	<b>\$35,640</b>	<b>\$24,442</b>
<b>OPERATING EXPENSE</b>					
Administrative - Direct Charges	\$16,935	\$24,004	\$8,688	\$9,468	\$10,000
General Counsel - Direct Charges	\$5,805	\$5,361	-	-	\$1,000
Indirect Operating Expenses	-	-	\$8,133	\$6,774	\$7,518
Funding Strategy - Expense	-	-	\$1,040	2,220	2,500
Administrative - Grant Direct Charges	-	-	-	-	-
General Counsel - Grant Direct Charges	-	-	-	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$22,740</b>	<b>\$29,364</b>	<b>\$17,861</b>	<b>\$18,461</b>	<b>\$21,018</b>
<b>TOTAL ANNUAL NET VARIANCE</b>					
	<b>(\$9,064)</b>	<b>(\$17,215)</b>	<b>\$8,403</b>	<b>\$17,179</b>	<b>\$3,424</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>					
	<b>\$6,014</b>	<b>-\$11,202</b>	<b>-\$2,799</b>	<b>\$14,380</b>	<b>\$17,804</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>					
	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				<b>-</b>	<b>\$0</b>

***Harbor Toxics Upstream***  
**Administrative and Legal Costs Budget**  
**FISCAL YEAR ENDING JUNE 30, 2022**

Description	FY 17/18 Actual	FY 18/19 Actual	FY 19/20 Actual	FY 20/21 Projected Through End of Year	FY 21/22 Budget
<b>RESERVES FROM PREVIOUS YEAR</b>	<b>\$3,551</b>	<b>-\$5,842</b>	<b>-\$13,775</b>	<b>-\$16,312</b>	<b>-\$2,232</b>
<b>REVENUE</b>					
GWMA Administrative Fee	\$8,076	\$5,569	\$5,366	\$5,376	\$5,402
Grants Administrative Fee	-	-	-	-	-
Other (Indirect Admin)	-	\$3,217	\$3,006	\$3,006	\$3,006
Other (line item transfer from MOU)	-	-	-	\$26,621	-
<b>TOTAL ANNUAL REVENUES</b>	<b>\$8,076</b>	<b>\$8,786</b>	<b>\$8,372</b>	<b>\$35,003</b>	<b>\$8,408</b>
<b>OPERATING EXPENSE</b>					
Administrative - Direct Charges	\$15,512	\$12,670	\$6,219	\$15,479	\$10,000
General Counsel - Direct Charges	\$1,958	\$833	\$645	\$218	\$500
Indirect Operating Expenses	-	\$3,217	\$3,006	\$3,006	\$3,006
Funding Strategy - Expense	-	-	1,040	\$2,220	\$2,500
Administrative - Grant Direct Charges	-	-	-	-	\$0
General Counsel - Grant Direct Charges	-	-	-	-	-
<b>TOTAL ANNUAL OPERATING EXPENSES</b>	<b>\$17,469</b>	<b>\$16,719</b>	<b>\$10,910</b>	<b>\$20,922</b>	<b>\$16,006</b>
<b>TOTAL ANNUAL NET VARIANCE</b>	<b>(\$9,393)</b>	<b>(\$7,933)</b>	<b>(\$2,538)</b>	<b>\$14,080</b>	<b>(\$7,598)</b>
<b>CUMULATIVE ENDING FUND BALANCE</b>	<b>(\$5,842)</b>	<b>(\$13,775)</b>	<b>(\$16,312)</b>	<b>(\$2,232)</b>	<b>(\$9,830)</b>
<b>MINIMUM GWMA ADMIN RESERVE BALANCE</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>ADDITIONAL ADMIN FUNDS REQUEST TO MAINTAIN MINIMUM RESERVE BALANCE</b>				<b>\$12,232</b>	<b>\$19,830</b>





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

May 13, 2021

**AGENDA ITEM 8- Direct and Indirect Administrative Fees for Fiscal Year 2021-2022**

**BACKGROUND:**

In addition to annual membership dues, Direct and Indirect Administrative Fees are collected from GWMA members and non-members for implementing certain MOUs and other cost share agreements to cover GWMA's administrative costs in support of administering various programs. Administrative Fees are applied against the cost share allocation for the GWMA members for the particular watershed, grant, program or other activity. The Administrative Fee rates are approved by the Board of Directors annually.

The GWMA's fiscal budget year is July 1 through June 30. In preparation of the 2021-2022 fiscal year, the GWMA Board of Directors is requested to establish the Administrative Fees for the next fiscal year.

**SUMMARY:**

In May of 2018, the GWMA Board adopted an Administrative Fee Policy. The purpose of this policy was to ensure that the GWMA's Administrative Fees are established at a rate that recovers its expenses. Per GWMA's Proposed Policy and Procedure – Collection and Use of Direct and Indirect Administrative Fees, an annual percentage must be set for all GWMA members and non-members to cover GWMA's direct and indirect administrative costs. Direct Administrative Costs are staff and legal costs that are directly attributed to a watershed, grant, program or other activity outside of general membership-related responsibilities. Indirect Administrative Costs are the expenses of doing business that are not readily identified with a particular grant, contract, project function or activity, but are necessary for the general operations of the GWMA and the conduct of activities. GWMA members will not be assessed for Indirect Costs, as GWMA members are required to pay annual membership dues and thus are contributing to general costs in support of GWMA.

To date, GWMA members have been charged 3% of their cost share allocation for the particular watershed, grant, program or other activity and non-members have been charged 5% of their cost share allocation for the particular watershed, grant, program or other activity for GWMA Direct Administrative Costs. Staff recommends maintaining the

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same percentages in the coming year for GWMA members and non-members, respectively. Additionally, staff recommends maintaining the same percentage of 3.76% for indirect costs for non-members. This indirect percentage is also applied against the non-member's cost share allocation for the particular watershed, grant, program or other activity. This recommendation is based upon a generally accepted accounting principle for collecting indirect costs.

**RECOMMENDATION:**

- a. Approve Fiscal Year 2021-2022 GWMA Member Direct Cost Administrative Fees at a rate of 3% of the Member's cost share allocation for the particular watershed, grant, program or other activities.
- b. Approve Fiscal Year 2021-2022 GWMA Non-Member Direct Cost Administrative Fees at a rate of 5% of the Non-Member's cost share allocation for the particular watershed, grant, program or other activities.
- c. Approve Fiscal Year 2021-2022 GWMA Non-Member Indirect Cost Administrative Fees at a rate of 3.76% of the Non-member's cost share allocation for the particular watershed, grant, program or other activities.

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May 13, 2021

**AGENDA ITEM 16 - Discussion/Action Regarding One-Year Extension of Professional Services Agreement with Koa Consulting for GWMA Program Management, Grant Administration, and DAC Committee Services**

**SUMMARY:**

On March 14, 2019, the GWMA Board of Directors approved a professional services agreement with Koa Consulting for program management, grant administration, and disadvantaged communities (DAC) services (the "Agreement"). Under the Agreement, Grace Kast serves as GWMA's Executive Officer and Chair of the Greater Los Angeles IRWM DAC Committee and as DACIP Task Force Co-Chair. Koa Consulting provides a range of administrative and financial services for the day-to-day management of GWMA and its contracting and fiduciary programs. In addition, the Agreement's scope of services includes Koa Consulting's provision of grant administration services.

The Agreement's term began on March 1, 2019 and was set to expire on June 30, 2020. Pursuant to Section 2 of the Agreement, GWMA may, at its option, extend the Agreement's term for up to three additional terms of one year each upon providing written notice to Koa Consulting 30 days prior to the Agreement's scheduled expiration. On May 14, 2020, the GWMA Board approved the first one-year extension of the Agreement, with an expiration date of June 30, 2021. This would be the second one-year extension.

Koa Consulting has expressed its willingness to continue providing the Agreement's scope of services under the same terms, including the financial terms, for an additional year. Members of the Executive Committee have been pleased with Koa Consulting's services and support the one-year extension of the Agreement. A copy of the Agreement is attached to this Board Letter.

**DISCUSSION:**

By way of background, the Agreement with Koa Consulting contains the following major terms:

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- 1) The scope of services contains 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.
- 2) The designation of Grace Kast as GWMA's Executive Officer.
- 3) A flat monthly fee for each of the three services charged at the following rates:
  - a. \$25,408 per month for Program Management and Administration/Accounting/Meetings services;
  - b. \$6,250 per month for Grant Administration services; and
  - c. \$2,250 per month for Greater Los Angeles IRWM DAC Committee Chair and DACIP Task Force Co-Chair services
- 4) An initial term beginning on March 1, 2019 and terminating on June 30, 2020. The GWMA Board has the option to extend the agreement on the same terms for up to three additional one-year terms.

As noted above, members of the Executive Committee have been satisfied with Koa Consulting's services over the past year are pleased that the services will continue to be provided at the same rates. For these reasons, the Executive Committee supports this one-year extension.

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. GWMA's legal counsel will provide a brief oral summary of the agreement's compensation for the Board's consideration.

#### **FISCAL IMPACT:**

The fee schedule will remain the same under this proposed one-year extension of the Agreement. The Agreement is not expected to exceed the budget for the services needed to manage GWMA's operations.

#### **RECOMMENDATIONS:**

The Executive Committee recommends that the Board:

- a) Approve a one-year extension of the Professional Services Agreement attached as Attachment A with Koa Consulting, with a new expiration date of June 30, 2022; and
- b) Direct the Chair to provide written notification to Koa Consulting of the Board's approval of the one-year contract extension.

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# **ATTACHMENT A**

## **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

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

By: Lisa Ann Rapp  
Name: Lisa Ann Rapp  
Title: Chair

Approved as to Form:

By: Nicholas R. Ghirelli  
Name: Nicholas R. Ghirelli  
Title: General Counsel

Koa Consulting, Inc.

By: Traci Gleason  
Name: Traci Gleason  
Title: President

By: Kekoa Anderson  
Name: KekoA Anderson  
Title: CEO

**ATTACHMENT A**

**Proposal for Services Dated February 27, 2019**

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*).

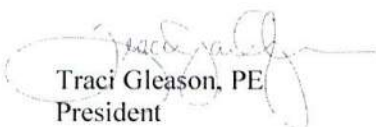
**Fee:**

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 30, 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](mailto: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
  - 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

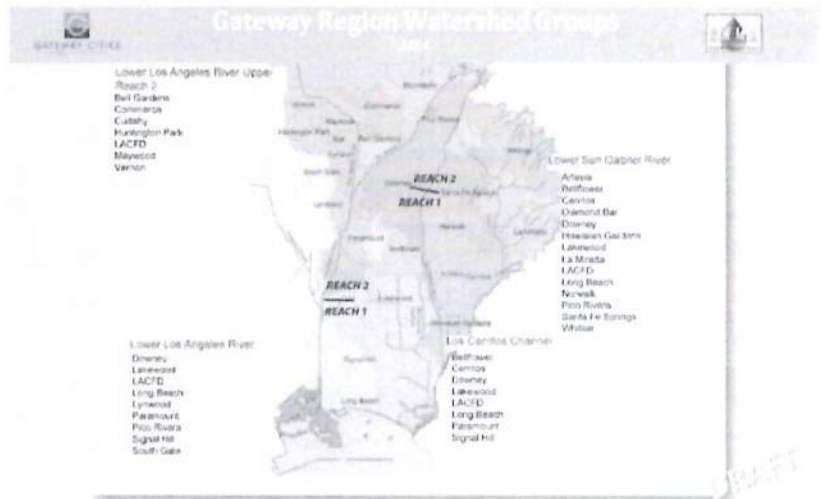


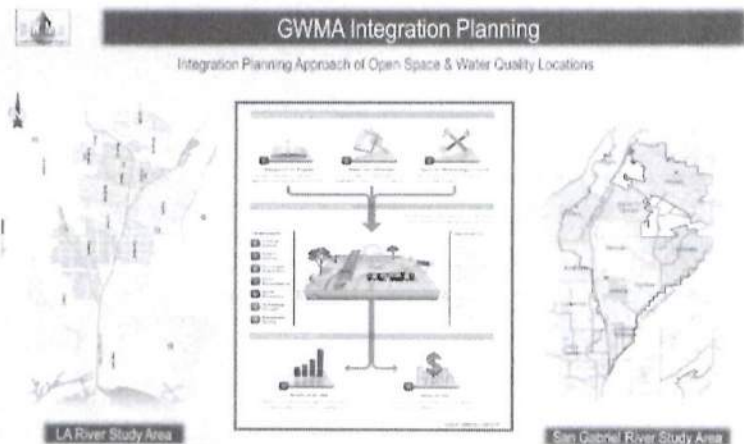
Figure 1: Gateway Region Watershed Groups

## 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.
  - 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."

- “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.
  - 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
  - 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 sub-regions. 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/Acting/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	
	Cumulative 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/Acting/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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