

**NOTICE OF PUBLIC MEETING**  
The public meeting of the  
**Los Cerritos Wetlands Authority (LCWA)**  
will be held on

**Thursday, September 24, 2020**  
at  
**12:30pm**

*Per Executive Order N-29-20, Paragraph 3, issued by California Governor Gavin Newsom on March 17, 2020 and related to the State of Emergency declared as a result of the COVID-19 virus, LCWA board meetings will be temporarily conducted remotely via the below access information. Anybody needing assistance accessing the meeting should contact LCWA Board Secretary Dena Williams at [dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov) or at 626-815-1019 x 116.*

**At the following location:**

**TELECONFERENCE MEETING VIA ZOOM**

**ADDRESS:**

**<https://us02web.zoom.us/j/82128706995?pwd=ZkF4dUpxcmVCKytvUnBVelljVHdDQT09>**

**Or by phone at 1-669-900-9128  
Meeting ID: 821 2870 6995  
Passcode: 795883**

**AGENDA**

1. Call to Order
2. Roll Call
3. Public Comment

*Individuals wishing to comment are encouraged to fill out this [online comment card](#) for the official record on or before **September 23, 2020 by 4:00pm** to be read by the Chair during the meeting. Public comment can also be requested and made during the meeting by virtual means or phone. Although not required, in order to facilitate an orderly remote meeting, it is helpful to let the LCWA Board Secretary know in advance if you would like to make a public comment. Individuals representing themselves will be allowed two (2) minutes to speak, and representatives of organizations/agencies will be allowed three (3) minutes to speak. Speaker time may be reduced depending on the number of speakers. No questions shall be posed to any member of the body except through the presiding official of the meeting, members of the Board are under no obligation to respond to questions posed by speakers but may provide brief clarifying responses to any comment made or questions posed.*

4. Chair's Report
5. Approval of the Minutes, May 7, 2020.

**Regular Calendar**

6. Status Report on Work Plan Implementation
  - a. Land Management Update

- b. Los Cerritos Wetlands Stewardship Program Coordinator Update
  - c. Homeless Relocation Program Update
  - d. LCWA Restoration Plan Program Environmental Impact Report Update
  - e. Expenditures Report
- 7. Consideration of a resolution awarding a contract to Tidal Influence for Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans
- 8. Consideration of a resolution to receive and file the FY 19/20 Audit Report.
- 9. Consideration of a resolution adopting the FY 20/21 Budget.
- 10. Closed Session: Pursuant to Government Code section 54956.8, LCWA may hold a closed session to consider the Draft Appraisal Report and the Draft Land Transfer Agreement, and related items, between Los Cerritos Wetlands Authority and Los Cerritos Wetlands, LLC for the APN 7237-019-809; 7237-017-010 thru 014; 018; 019; LCWA Negotiators: Mark Stanley and Property Owner Negotiator: John McKeown and Michael Di Sano. Under Consideration: Price and Terms.
- 11. Closed Session: Pursuant to Government Code section 54956.8, LCWA may hold a closed session to consider the Draft Appraisal Report and the Draft Purchase and Sale Agreement between Los Cerritos Wetlands Authority and Bryant Dakin LLC for the APN 7237-020-053; 054; LCWA Negotiators: Mark Stanley and Property Owner Negotiator: Steve Bryant and Kevin Brazil. Under Consideration: Price and Terms.
- 12. Closed Session: Pursuant to Government Code section 54956.9(d)(1), LCWA may hold a closed session to discuss the matter of *Puvunga Wetlands Protectors v. California Coastal Commission, et al.*, Los Angeles Superior Court Case No. 19STCP00435.
- 13. Oral Communications
  - a. Statements, responses, questions or directions to staff pursuant to Section 54954.2(a) of the Government Code.
  - b. Future agenda items.
- 14. Adjournment upon completion of business.

*Public participation is welcome on any agenda item. Members of the public wishing to address the Governing Body on any item should address the Chair. For the time in which meetings are being conducted remotely, members of the public are encouraged to either fill out the above-linked online comment card the day before, or to contact the LCWA Staff in advance if they plan to make a public comment during the meeting (although this is not required) in order to help facilitate an orderly meeting. Please reach out to Dena Williams, Board Secretary at [dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov) or at 626-815-1019 x 116.*

*During the meeting the Governing Board may hold a closed session on any item pursuant to Government Code sections 54956.8 and 54956.9. Members of the public wishing to address the Governing Body on any item should address the President of the Authority in advance of the meeting. Questions about the agenda items should be addressed to Mark Stanley, Executive Officer at (626) 815-1019 ext 100.*

*Note: In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to attend or participate in the meeting, including auxiliary aids or services, please contact Dena Williams, Board Secretary at [dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov) or at (626) 815-1019 ext 116 at least 3 days prior to the meeting.*

**MINUTES  
LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
BOARD MEETING  
May 7, 2020**

The meeting was held via Zoom.us. The meeting was called to order by Chair Sam Schuchat at approximately 12:39 p.m.

- 1. CALL TO ORDER**
- 2. FLAG SALUTE**
- 3. ROLL CALL**

**MEMBERS PRESENT:**

Mr. Roberto Uranga  
Mr. Sam Schuchat  
Ms. Suzie Price  
Mr. Joe Kalmick

**MEMBERS ABSENT:**

**STAFF PRESENT:**

Mark Stanley, Executive Officer  
Dena Williams, Board Secretary  
Salian Garcia, Fiscal Manager  
Sally Gee, Project Manager  
David Edsall, Jr., Deputy Attorney General

**4. PUBLIC COMMENT**

Michael Zelnicker stated that he, the Sierra Club and many other activists are in opposition of the “Restoration Project” and that the extracting of fossil fuels must stop. Mr. Zelnicker also asked what BOMP has offered for us to get behind their project and also how much tax revenue will the project generate for the City of Long Beach.

Anna Christensen stated that West Coast Arborist, a tree trimming company, destroyed some baby Blue Heron’s nests located in the Peninsula and realizes that this may not be in LCWA’s jurisdiction, but there are board members from the City of Long Beach and she would like to see West Coast Arborist gone.

Vice Chair Price stated that she was informed while it was happening and does not believe that any tree trimming is supposed to be done during this time of year. Ms. Price also stated that she was extremely angry and so was the City Manager and Public Works is going to do a full investigation and report back to her office this week.

Board Member Uranga stated that there is an ongoing issue with West Coast Arborist and thought that the issue was being handled and he thanked Vice Chair Price for taking action to this ongoing issue.

Molly Blaser stated that she is against the restoration project and does not support the unnecessary drilling that is being allowed in a secured wetland area. Ms. Blaser also stated that we need to be guardians of the planet not looking for “big oil” or “big money” but to protect our lands and give habitat a chance and give the earth a chance to heal and stop using fossil fuel and going to clean renewable energy.

## **5. CHAIR’S REPORT**

There was no Chair’s report given.

## **6. APPROVAL OF MINUTES**

One set of minutes for Board Meeting from March 5, 2020. There were no objections.

**Minutes were passed.**

## **REGULAR CALENDAR**

## **7. STATUS REPORT ON WORK PLAN IMPLEMENTATION**

### **A. LAND MANAGEMENT UPDATE**

Marcello Ceballos stated that Tidal Influence has been making repairs to portions of the fence lines on all properties to ensure site security. Marcello also stated that staff will conduct trail maintenance to maintain accessibility for property patrols and conduct more detailed trail maintenance once stewardship programs resume.

### **B. LOS CERRITOS WETLANDS STEWARDSHIP PROGRAM COORDINATOR UPDATE**

Eric Zahn stated that the stewardship programs have been on hold since March 17th but they are working with LCWA staff to see when the programs can be reinvigorated and also when they can re-open the trails safely.

Eric also stated that Tidal Influence and LCWA staff are working on how to do tours virtually and hopefully they can accomplish this task.

### **C. HOMELESS RELOCATION PROGRAM UPDATE**

Marcelo stated that patrols have been conducted twice a week. Marcelo also stated that there were two cleanups of encampments and they also found two more encampments and the City of Long Beach will be conducting another cleanup of these two encampments.

### **D. LCWA RESTORATION PLAN PROGRAM ENVIRONMENTAL IMPACT REPORT UPDATE**

Sally Gee stated that LCWA is going to release the Draft PEIR May 8th and it will be available for review on the LCWA website and the comment period will be from May 8th to June 22nd and there will be two public meetings during the comment period.

Sally also stated that if there are any difficulties accessing the document, please contact her by email or by phone. There were no questions.

Anna Christensen stated that she sent a memo to staff regarding the restoration, the plan under the oil company and the mitigation report and would like it on the website as part of the minutes. She also stated that she really hopes that LCWA doesn't end up owning property that they cannot control and waiting for monies that might not be there from an oil company. Please see her memo below:

To: LCWA Board  
From: Los Cerritos Wetlands Task Force, Sierra Club  
Re: Los Cerritos Wetlands Authority Meeting, 5/7/2020, Agenda Item 7

The Los Cerritos Wetlands Task Force is sending in written comments to be included in today's meeting and we ask that the Commissioners review them regarding proposed projects in the Los Cerritos Wetlands.

In August of 2019, Sam Schuchat wrote a memo to the Coastal Conservancy which referenced the LCWA's and Coastal Commission's involvement in the Los Cerritos Wetlands Restoration and Oil Consolidation Project, including a land exchange between the LCWA and Beach Oil Minerals (BOM), and the creation of a Wetlands Mitigation Bank.

The stated Public Benefits are the eventual restoration of 183 acres of protected, restored, and enhanced tidal wetlands and new public access facilities, including a visitors center and trail. BOM will benefit by acquiring two new oil drilling sites, enabling them to potentially up oil production 800%, from 300 to 24,00 barrel daily.

The 183 acres of wetlands includes

- 1) the 150 acre Synergy Oil Field
  - a) Northern Synergy Oil Field - 67 acres of natural habitat including the 40 acre Steamshovel Slough, "high quality wetlands," and 27 additional acres in need of restoration
  - b) The Southern Synergy Oil Field - 83 acres of active oil operations with a "high value for future restoration and wetlands habitat"
- 2) 33 acres wetlands with active oil operations owned by the of City of Long Beach

Note: net loss of Wetlands and wildlife habitat: 8 acres of existing wetlands will be destroyed to make way for an oil pipeline. The Visitors Center and parking lot will also replace existing wetlands areas. An additional 12 acres (the 5 acre OCD Parcel and the 7 acre Pumpkin Patch) will become BOM's new oil operation sites. These properties are stated to have "low value for future restoration or other habitat."

The Land Exchange Agreement between LCWA and BOM will be finalized when BOM meets the conditions of the Agreement and the LCWA approves the land exchange. Before the LCWA can enter into Land Exchange Agreement, the Coastal Conservancy must approve it. Conditions include the following:

The Los Cerritos Wetlands Restoration and Oil Consolidation Project must have received all entitlements

- BOM must establish a Mitigation Bank on the Northern Synergy Oil Field (BOM will also retain the option to establish a Mitigation Bank on the Southern Synergy Oil Field).
- BOM will collect and sell credits as the Mitigation Banker and LCWA will own and maintain the Mitigation Bank property
- BOM must establish a Visitor's center and trails
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#### PROPOSED MITIGATION BANK

"The IRT currently consists of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the National Oceanic and Atmospheric Administration's National Marine Fisheries Service, the California Department of Fish and Wildlife, and the California Coastal Commission. The BEI is expected to be finalized by Winter 2020, before the land swap occurs.

NOTE: The CA Dept of Fish and Wildlife is no longer involved in the Mitigation Bank

"Upon consummation of the land swap described above, LCWA will become the property owner of the Northern Synergy Oil Field and have obligations to the bank as the bank property owner. BOM will be responsible for the restoration and enhancement required for the bank until it has met the bank's performance criteria, and the long-term management endowment fund has been fully funded for three years. BOM will then collect and sell mitigation credits generated from the bank. " Concerns stated in Coastal Conservancy memo include:

1. The endowment fund is inadequate, long term management costs were not included
2. As the owner of the Synergy Oil Fields LCWA will be liable to the BEI, liability could include BOM's restoration and oil operations so LCWA needs insurance and indemnity
3. LCWA does not control endowment fund
4. LCWA not a signatory to BEI, and not a member of IRT

Other Concerns raised by the Los Cerritos Wetlands Task Force include:

1. Projected Timeline

The Mitigation Bank and Land Exchange Agreement could be finalized this year, before the permit conditions for the Los Cerritos Wetlands Restoration and Oil Consolidation have been met (1-3 years).

2. The Los Cerritos Wetlands Restoration and Oil Consolidation Project, including the proposed Mitigation Bank and Land Exchange Agreement, actually decreases the total acreage of actual and potential wetlands and wildlife habitat in the Los Cerritos Wetlands
  - Total acreage of "eventual" restoration, 183 acres, is overstated and does not subtract existing wetlands to be occupied by oil pipelines (8 acres), and new roads, visitors center, parking lot, and sheetrock berm.
  - BOM is only committing to "restore" 33 acres of degraded habitat. The 40-acre Steamshovel Slough does not need restoration, and the remaining 110 acres are not included in any funded restoration plans.
  - BOM's expanded oil operations will eliminate 12 acres of existing/potential wetlands and wildlife areas on the Lyons and LCWA properties.
  - The Mitigation Bank restoration project will be funded by the permanent destruction of other natural areas
3. The current and projected status and financial viability of oil markets must be reviewed with respect to BOM's financial solvency and responsibilities as the Mitigation Banker,

property owner, and partner with the LCWA in the restoration of the Los Cerritos Wetlands, including LCWA's Los Cerritos Wetlands Restoration PEIR.

Restoration plans for the proposed Mitigation Bank and the LCWA's need to be revised to prevent the destruction of existing wetlands ESHA and wildlife habitat areas and to protect and preserve the Sacred Site of Puvungna, a Native American Tribal Traditional Landscape.

#### **E. EXPENDITURES REPORT**

Salian Garcia gave a brief synopsis of the FY 2019/2020 budget and summarized the Expenditures and Revenues as of April 30, 2020.

#### **8. CONSIDERATION OF A RESOLUTION RATIFYING ACCEPTANCE OF A GRANT FROM THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR THE SOUTHERN LOS CERRITOS WETLANDS RESTORATION PROJECT.**

Sally Gee stated that LCWA received a grant in an amount of up to \$405,828 for the next phase of the restoration of the Los Cerritos Wetlands and it will build off conceptual designs for the 100-acre LCWA owned Hellman site.

Sally also stated that the restoration of the planning area will provide critical tidal salt marsh and transitional habitat for migratory birds along the Pacific Flyway, transition zones, upland shrublands, grasslands on the site and public trails will also be included.

Anna Christensen stated that CDFW needs to be fully informed as to all aspects of where the money is going.

Molly Blaser asked if this area is going to be changed to a salt water area and she opposes this project.

**Vice Chair Price motioned to approve. Board Member Uranga seconded the motion. Board Voted: 4 Ayes, 0 Nays, 0 Abstentions. This item passed.**

#### **9. CLOSED SESSION: PURSUANT TO GOVERNMENT CODE SECTION 54956.8, LCWA MAY HOLD A CLOSED SESSION TO CONSIDER THE DRAFT APPRAISAL REPORT AND THE DRAFT LAND SWAP AGREEMENT BETWEEN LOS CERRITOS WETLANDS AUTHORITY AND LOS CERRITOS WETLANDS, LLC FOR THE APN 7237-019-809; 7237-017-010 THRU 014; 018; 019; LCWA NEGOTIATORS: MARK STANLEY AND PROPERTY OWNER NEGOTIATOR: JOHN MCKEOWN AND MICHAEL DI SANO. UNDER CONSIDERATION: PRICE AND TERMS.**

#### **10. CLOSED SESSION: PURSUANT TO GOVERNMENT CODE SECTION 54956.8, LCWA MAY HOLD A CLOSED SESSION TO CONSIDER THE DRAFT APPRAISAL REPORT AND THE DRAFT PURCHASE AND SALE AGREEMENT BETWEEN LOS CERRITOS WETLANDS AUTHORITY AND BRYANT DAKIN LLC FOR THE APN 7237-020-053;054; LCWA NEGOTIATORS: MARK STANLEY AND PROPERTY OWNER NEGOTIATOR: STEVE BRYANT AND KEVIN BRAZIL. UNDER CONSIDERATION: PRICE AND TERMS.**

**11. CLOSED SESSION: PURSUANT TO GOVERNMENT CODE SECTION 54956.8(D)(1), LCWA MAY HOLD A CLOSED SESSION TO DISCUSS THE MATTER OF *PUVUNGA WETLANDS PROTECTORS V. CALIFORNIA COASTAL COMMISSION, ET AL., LOS ANGELES SUPERIOR COURT CASE NO. 19STCP00435*.**

Anna Christensen expressed her concern about the restoration that is supposedly happening on the wetlands, the mitigation bank, the oil company buying credits, cap and trade and explained that she is sueing the State and not the oil company.

Closed Session began at approximately 1:21 pm and ended approximately at 2:10 pm. The Board received information and advice and provided direction.

**12. ORAL COMMUNICATIONS**

**A. STATEMENTS, RESPONSES, QUESTIONS OR DIRECTIONS TO STAFF PURSUANT TO SECTION 54954.2(A) OF THE GOVERNMENT CODE.**

Next meeting will be August 6<sup>th</sup> 2020.

**B. FUTURE AGENDA ITEMS**

**13. ADJOURNMENT UPON COMPLETION OF BUSINESS**

Chair Schuchat adjourned the meeting at approximately 2:16 p.m.

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**X**

Sam Schuchat  
Chair

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**X**

Dena Williams  
Board Secretary

**Los Cerritos Wetlands Authority**

**Date:** September 24th, 2020

**To:** Governing Board Members

**From:** Mark Stanley, Executive Officer

**Subject:** Item 6: Status Report on Workplan Implementation including Los Cerritos Wetlands Stewardship Program and Los Cerritos Wetlands Conceptual Restoration Plan.

**BACKGROUND:** At the September 19, 2006 meeting, the Board adopted the Workplan set forth below. An updated description of the status of each workplan item is detailed in the following table:

<u>September 2020 WORKPLAN STATUS UPDATE</u>		
<b>LCWA Projects</b>		
<b>Task</b>	<b>Description</b>	<b>Status</b>
<b>Legislative Updates</b>		
<b>AB 1788.</b> Pesticides: use of second-generation anticoagulant rodenticides.  Introduced by Assembly Member Bloom; Co- authored by Assembly Member Friedman and Senator Stern	Current law prohibits the use of any pesticide that contains one or more of specified anticoagulants in wildlife habitat areas, exempting agricultural activities. This bill would additionally prohibit the use of second-generation anticoagulant rodenticide until they are certified that continued use of second-generation anticoagulant rodenticides is not reasonably expected to result in significant adverse effects to nontarget wildlife.	Introduced: February 22, 2019 Last Amended: August 28, 2020 Status: Passed in Senate and Assembly August 31, 2020

Potential Funding Sources		
<p>State Water Board Once-through Cooling Interim Mitigation – State Coastal Conservancy</p> <p><b>Funding will depend on mitigation fees collected</b></p>	<p>The Once-Through Cooling (OTC) Policy requires owners or operators of existing power plants to implement measures to mitigate interim impingement and entrainment impacts resulting from their cooling water intake structures. The interim mitigation period commenced on October 1, 2015 and continues up to and until owners or operators achieve their final compliance deadlines as outlined in the OTC Policy.</p> <p>Under an Agreement between SWRCB and SCC, mitigation funds paid under this policy may be used by the Conservancy to fund wetland restoration projects, with priority given to projects recommended by the Wetlands Managers Group of the Southern California Wetlands Recovery Project from its current Work Plan.</p>	<p>Funding will depend on the mitigation fees collected by the State Coastal Conservancy.</p> <p>An application was submitted to the SCC for the Southern Los Cerritos Wetlands Restoration Project.</p>
<p>San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy – Prop 68</p>	<p>Under Chapter 8 of Proposition 68, thirty million dollars (\$30,000,000) was allocated to the Rivers and Mountains Conservancy.</p>	<p>The RMC anticipates releasing a call for projects Fall 2020.</p>
<p>Ocean Protection Council – Prop 68</p>	<p>Prop 68 allocates funds to OPC in both Chapter 9 (\$35 million) and Chapter 10 (\$21.2 million). OPC anticipates grant solicitation rounds every 2 years, starting in 2020.</p>	<p>The deadline for letters of intent for the current grant solicitation is September 21, 2020.</p>

Task	Description	Status
<b>Capital Projects &amp; Initiatives</b>		
Los Cerritos Wetlands Planning and Restoration Project	<p>Complete the Environmental Review of the Conceptual Restoration Plan through CEQA in a Program Environmental Impact Report</p>	<p>Funding is provided to conduct CEQA analysis to engage an environmental consultant contract.</p> <p>Environmental Science Associates is under contract and the project kick-off meeting occurred on December 4, 2017. A series of meetings have been conducted since March of 2018.</p> <p>The NOP and Initial Study were filed with the appropriate agencies on March 8, 2019. All required mailings and postings were completed and notified the public of the NOP comment period (March 8-April 8, 2019).</p> <p>The AB52 tribal consultations have been completed. Critical stakeholders are being regularly updated. ESA is currently preparing the DEIR.</p> <p>The DEIR is was released for public comment on May 8, 2020. The public comment period was extended to 60 days and concluded on July 6, 2020. the LCWA held two webinars to provide the public information about the document and assist with answering questions.</p> <p>The FEIR was released for public review on September 10, 2020.</p>
Los Cerritos Wetlands Acquisition of the Bryant Properties	<p>Complete the acquisition of all property owned by the Bryant Family for an additional 18 acres along the frontage of 2<sup>nd</sup> Street- Westminster Avenue added to the property preserved for perpetuity as public.</p>	<p>Staff and Legal Counsel are working with Steve Bryant and Kevin Brazil to complete the final Appraisal Report for a final state review for the acquisition of Assessor Parcel Nos 7237-020-053; 054.</p>

Los Cerritos Wetlands LLC Restoration and Oil Consolidation Project	The project would implement a comprehensive wetlands restoration project which will restore a privately-owned oil field in the City of Long Beach through creation of a wetlands mitigation bank. The project includes the relocation of oil operations currently located on the Synergy Site and City-owned property to two off-site properties (LCWA's OTD Parcel and Pumpkin Patch site).	The project was approved by the LB Planning Commission on November 30, 2017. It was then approved by the LB City Council on January 16, 2018. The LCP amendment was approved at the California Coastal Commission hearing on August 8 <sup>th</sup> , 2018 in Redondo Beach. The CDP application went before the California Coastal Commission on December 13 <sup>th</sup> , 2018 and was passed. The LCWA and BOMP are working collaboratively to meet the conditions set forth by the Coastal Commission staff report.  LCWA continues to track all other aspects of the project including the mitigation bank, land exchange agreement, and entitlement process.
Southern Los Cerritos Wetlands Restoration Project	This project will build off conceptual designs in the CRP (2015) and PEIR (2020) and complete 65% ecological restoration designs, environmental certification, and permitting applications for the 100-acre Southern Los Cerritos Wetlands site in Seal Beach, CA.	Initial funding has been awarded from CDFW Prop 1 funds. LCWA anticipates releasing a RFP to select a consulting team for this work in September 2020.
Option Agreement to transfer properties between Los Cerritos Wetlands LLC(LCWLLC) and the LCWA	LCWLLC and the LCWA executed an option agreement that provides for the exchange of real property. Agreement was signed on 9/2/16 to transfer the LCWA APN 7237-019-809, approximately 5.11 acres for the LCWLLC property described as APNs 7237-017-010; 7237-017-011; 7237-017-012; 7237-0217-013; 7237-017-014; 7237-017-019; 7237-017-805; 7237-017-806; 7237-017-807; 7237-017-808;7237-017-809 approximately 154 acres.	The LCWA received the option agreement funds which will be used to hire consultants to review technical studies.  Synergy elected to extend the term of the Option for four additional years as provided in the Option Agreement, in August 2020.
LCWA Mitigation Policy	Staff will require consultant services in order to assist in the development of the mitigation policy and currently the FY 19/20 Budget does not have any unrestricted funds to support authorizing a consultant contract.	The LCWA would require additional funds from its joint partners in order to provide the financial support for authorizing a consultant contract for services and development of the mitigation policy. The cost to develop the mitigation policy would range from \$50,000 to \$100,000. These cost estimates were determined by researching various non-profits, regulatory agencies and other local and state agencies whom have completed similar and comparable mitigation policies.

Task	Description	Status
<b>City of Long Beach Pending Environmental Documents</b>		
City of Long Beach Southeast Area Specific Plan (SEASP)	<p>The City of Long Beach continues to work on the Southeast Area Specific Plan which covers approximately 1,500-acres of southeast Long Beach.</p> <p><u><a href="http://www.lbds.info/seadip_update/">http://www.lbds.info/seadip_update/</a></u></p>	<p>The Draft Environmental Impact Report was approved by City of Long Beach Planning Commission and Long Beach City Council with some changes to the document. Buildings over 7 stories tall are not allowed on the Marketplace Property but can be allowed on the other sites under certain conditions. The plan includes a Wetlands Mitigation Fund that will be used to offset potential impacts to Los Cerritos Wetlands habitat. The LCWA is named in the document as an entity that the City will consult when developments are proposed.</p> <p>Approval of the project's DEIR was stalled since the Los Cerritos Wetlands Land Trust filed a writ of mandate to CA Superior Court following the City Council's decision stating the City was unlawful to approve SEASP. They reached a settlement in July 2018, and the City's EIR will be brought back to Coastal Commission at a date yet to be determined.</p>

Task	Description	Status
<b>Lease Agreements</b>		
OTD/Edison Parcel Los Angeles County APN 7237-019-809  Ellis Equipment, Inc. Lease Agreement  Lease Fee = \$2,158 per month	The OTD Parcel is located on the northeast corner of Studebaker road and 2nd Street in the City of Long Beach and commonly referred to as the 'Edison Parcel' or 'Offer to Dedicate (OTD) Parcel.'	Ellis lease agreement utilizes only a portion of the OTD Parcel for storage of construction material. Ellis lease agreement has an end date of September 30, 2020, with an option to extend an additional year at a new monthly rate of \$2,222
OTD/Edison Parcel Los Angeles County APN 7237-019-809  D & S Washout Systems Lease Agreement  Lease Fee = \$981 per month	The OTD Parcel is located on the northeast corner of Studebaker road and 2nd Street in the City of Long Beach and commonly referred to as the 'Edison Parcel' or 'Offer to Dedicate (OTD) Parcel.'	D & S Washout Systems Lease Agreement utilizes a portion of the OTD parcel for the storage of work trucks and construction materials. The lease agreement has an end date of September 30, 2020, with an option to extend an additional year at a new monthly rate of \$1,010.
California State Lands Commission Lease Agreement PRC9005.9. Orange County APNs: 043- 160-47; 043-160-36; 043-160-45; and 043- 160-53  August 14, 2012 through August 13, 2022	The State Lands Commission issued the LCWA a lease agreement for four parcels approximately totaling four acres adjacent to the Los Cerritos Wetlands Authority Hellman/Phase 2 in the City of Seal Beach.	Staff coordinates with SLC office for ongoing repairs of fence property and continues to stage the Los Cerritos Wetlands Stewardship Program from this site.
City of Long Beach Marketplace Marsh License Agreement for Los Angeles County APN 7237-020-21  June 7, 2010 through June 30, 2025	The property is approximately 29.38-acres south of 2nd Street. The license agreement to allows LCWA access and tours of the wetlands at this site.	On August 18, 2020, Long Beach City council approved an extension of this license agreement. The license agreement is valid through June 30, 2025.

Task	Description	Status
<b>Grants – COMPLETED</b>		
A total of 12 grants have been completed by the LCWA and LCWLT as of November 2018	A total of \$6,228,400 grant funds has been acquired and applied towards acquisition, restoration studies, restoration projects, and education programs.	See <a href="#">link</a> for details on all completed grants.
<b>Grants – ACTIVE</b>		
National Coastal Wetlands Conservation Grant Application  <u>Active</u>	The State Coastal Conservancy (SCC) applied on behalf of the LCWA for the NCWC grant.  Performance Period January 29, 2013 through December 31, 2020  Total Funding \$1,000,000 Funding Remaining \$1,000,000	The National Coastal Wetlands Conservation Grant was submitted on July 13, 2012 by the SCC for the acquisition of the Steam Shovel Slough. The SCC was awarded the \$1,000,000 grant for the acquisition of Steam Shovel Slough on January 29, 2013. The funds have been re-assigned to the Bryant acquisition.  An amendment to extend this grant from December 31, 2019 to December 31, 2020 was approved.  Landowner negotiations are no longer active, so funding will be returned to USFWS.
State Coastal Conservancy Proposition 1  Los Cerritos Wetlands Planning and Restoration Project  <u>Active</u>	Grants funds to complete the environmental review of the CRP per CEQA. Environmental review of the CRP's three proposed alternatives or a hybrid alternative.  Performance Period June 5, 2017 through December 31, 2020  Total Funding \$500,000 Funding Remaining: \$23,110.74	The LCWA was successfully awarded the grant funds for the CEQA Planning Document. Implementation of the project has commenced.
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Grant State Coastal Conservancy Proposition 1  Los Cerritos Wetlands Acquisition of Bryant Properties  <u>Active</u>	Grant funds to acquire the frontage and remaining Bryant-Dakin, LLC Properties located along 2 <sup>nd</sup> Street/ Westminster Ave in the City of Long Beach, totaling approximately 18 acres (LA County Assessor Nos 7237-020-053 and 7327-020-054).  Performance Period: January 23, 2027 through December 31, 2020  Total Funding: \$1,000,000 Funding Remaining: \$988,768.75	Landowner negotiations are no longer active, and remaining funding after the final reimbursement will be returned to RMC.

<p>San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy Grant State Coastal Conservancy Proposition 1</p> <p>Los Cerritos Wetlands Planning and Restoration Project Proposition 1 Grants</p> <p><b><u>Active</u></b></p>	<p>Grants funds to complete the environmental review of the CRP per CEQA. Environmental review of the CRP's three proposed alternatives or a hybrid alternative.</p> <p>Performance Period January 23, 2017 through December 31, 2020.</p> <p>Total Funding \$500,000 Funding Remaining: \$144,728.93</p>	<p>The LCWA was successfully awarded the grant funds for the CEQA Planning Document, implementation of the project has commenced.</p>
<p>National Fish and Wildlife Foundation – National Coastal Resilience Fund 2018</p> <p>Los Cerritos Wetlands Planning and Restoration Project</p> <p><b><u>Active</u></b></p>	<p>Grant funds to complete detailed wetlands hydrodynamic modeling for the Optimized Restoration Plan.</p> <p>Performance Period: June 1, 2018 – August 31, 2020</p> <p>Total Funding: \$249,500 Funding Remaining: \$14,048.96</p>	<p>The LCWA was successfully awarded the grant funds for hydrodynamic modeling for the Optimized Restoration Plan, implementation of the project has commenced.</p>
<p>California Department of Fish and Wildlife – Proposition 1 Watershed Restoration Grant Program</p> <p>Southern Los Cerritos Wetlands Restoration Project</p> <p><b><u>Pending</u></b></p>	<p>Grant funds to complete 65% designs, environmental compliance, and permit applications for the 100-acre Southern Los Cerritos Wetlands site.</p> <p>Performance Period: August 1, 2020 – July 31, 2023</p> <p>Total Funding: \$405,828.00 Funding Remaining: \$405,828.00</p>	<p>The LCWA was successfully awarded the grant funds this project. LCWA and CDFW are finalizing the grant agreement.</p>

Task	Description	Status
<b>Consultant Contracts - ACTIVE</b>		

<p>LCWA 19501 Los Cerritos Wetlands Stewards Homeless Liaison Contract Amended  <b><u>Active</u></b></p>	<p>The Los Cerritos Wetlands Stewards and the LCWA have a mutual interest in the implementation of the Stewardship Program which will promote and provide leadership in conservation for educating members as well as the community to further the appreciation of the wetlands' habitat conservation.</p>	<p>The contract addresses the safety and security of the LCWA properties and meets the LCWA goals and objectives. Currently the Los Cerritos Wetlands Stewards are coordinating any removal of homeless encampments at several locations within the LCWA properties.</p> <p>The contract with LCWS was renewed on May 2, 2019 (LCWA Resolution 2019 – 07) for three years until May 2, 2022, with the option of 2 one-year extensions.</p>
<p>LCWA 19502 Moffat &amp; Nicol Mitigation Bank Technical Review  <b><u>Active</u></b></p>	<p>The LCWA is currently working with BOMP on the formation of the Upper Los Cerritos Wetlands Mitigation Bank. Additional technical services were needed to review the mitigation bank.</p>	<p>A contract was approved at the August 1, 2019 Board meeting (LCWA Resolution 2019 – 11) for an amount not to exceed \$10,000.</p>
<p>LCWA 19503 RWG Law Mitigation Bank Legal Services  <b><u>Active</u></b></p>	<p>The LCWA is currently working with BOMP on the formation of the Upper Los Cerritos Wetlands Mitigation Bank. Additional legal services were needed to review the mitigation and associated documents.</p>	<p>A contract was approved at the August 1, 2019 Board meeting (LCWA Resolution 2019 – 11) for services rendered based on a fee schedule.</p>
<p>LCWA 19504 RWG Law Puvunga Wetlands Protectors v. California Coastal Commission, et al Legal Services  <b><u>Active</u></b></p>	<p>The LCWA has been named as a real party in interest on the matter of Puvunga Wetlands Protectors v. California Coastal Commission, et al., Los Angeles Superior Court Case No. 19STCP00435. This lawsuit challenges a coastal development permit issued by the California Coastal Commission, which relates to the Land Swap Option Agreement (Option Agreement) entered into on September 2, 2016 with Los Cerritos Wetlands, LLC (the LLC). Thus, LCWA must retain outside counsel to represent it in this litigation.</p>	<p>A contract was ratified at the August 1, 2019 Board meeting (LCWA Resolution 2019 – 10) for services rendered based on a fee schedule.</p>

**Memorandum of Understanding/Agreements**

<p>LCWA08008 Signal Hill Petroleum, Inc. Coastal Development Permit for Vegetation Removal</p> <p>LCWA Phase 1 Properties</p> <p><b>Active</b></p>	<p>Signal Hill Petroleum, Inc. conducts the following activities (1) removing vegetation, debris and soil from the storm water collection and retention system, (2) controlling vegetation surrounding all oil pumps, electrical poles, and pipelines, and (3) removing vegetation surrounding all oil production facilities and buildings.</p> <p>Performance Period February 1, 2020 through January 31, 2022</p> <p>Total Funding: \$20,000 Remaining Funding: \$20,000</p>	<p>Tidal Influence was contracted to manage MOA.</p> <p>Signal Hill Petroleum, Inc. annually provides \$10,000 to offset their impacts from proposed work. The LCWA completed the 2018-2019 workplan and is working with Coastal Commission staff to approve a spending plan for 2020-2021.</p>
<p>LCWA13002 Southern California Edison Company Memorandum of Agreement</p> <p><b>Active</b></p>	<p>The LCWA entered into a Memorandum of Agreement with Southern California Edison Company to accept funds to provide out-of-kind compensatory mitigation for impacts to shoreline habitat at Catalina Island.</p> <p>Performance Period June 14, 2014 through June 30, 2020</p> <p>Total Funding: \$25,000 Remaining Funding: \$0.00</p>	<p>Tidal Influence was contracted to manage this MOA. Staff has completed the Habitat Mitigation and Monitoring Plan which allowed for procurement and installation of 425 salt marsh plants in Spring 2015. Quarterly vegetation monitoring began in May 2015 and will continue until February 2020.</p> <p>Tidal Influence prepared the year 5 monitoring report to submit to Southern California Edison for the purpose of presenting the existing conditions of the 0.16-acre restoration site at Zedler marsh and comparing it to the data collected in previous years. The project met all performance standards.</p>

LCW Stewardship Program		
Task	Description	Status
<b>Potential Funding Sources</b>		
City of Long Beach Measure A, Public Safety, Infrastructure Repair and Neighborhood Services Measure	The City of Long Beach established a one percent (1%) transactions and use (sales) tax for six years, generating approximately \$48 million annually, declining to one-half percent for four years and then ending, requiring a citizens' advisory committee and independent audits, with all funds remaining in Long Beach.	The City of Long Beach allocated an estimated \$500,000 for restoration work for the Los Cerritos Wetlands. The status of the funding is pending.

<p>Los Angeles County: Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure Section 6(e); subsection 2(A) Supervisor Janice Hahn, Fourth District</p> <p>Potentially \$463,983 in funding</p>	<p>To replace expiring local funding for safe, clean neighborhood/city/county parks; increase safe playgrounds, reduce gang activity; keep neighborhood recreation/senior centers, drinking water safe; protect beaches, rivers, water resources, remaining natural areas/open space; 1.5 cents will be levied annually per square foot of improved property in Los Angeles County, with bond authority, requiring citizen oversight, independent audits, and funds used locally.</p> <p>Funding Remaining: \$17,458.97 as of July 31, 2020</p>	<p>Up to fifteen percent (15%) shall be set aside and designated as the maintenance and servicing amount, and shall be used only to maintain and service, including resource protection activities for the capital outlay projects funded by the District... ...The maintenance and servicing amount shall be allocated each year as follows: ...point five percent (0.5%) to the Los Cerritos Wetlands Authority...</p> <p>\$67,770.92 has been allocated to fund maintenance of the LCW trails system. This funding was released in Q2 of 2019, and the LCWA has begun utilizing these funds for the maintenance of the Zedler Marsh Trails.</p>
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### Education Programs

<p>Public Access Improvement and Wetlands Restoration</p>	<p>Restoration and enhancement of existing wetlands function is one of the primary objectives of the LCWA. Public access for wildlife viewing and enjoyment may involve site improvements.</p>	<p>LCWA has successfully partnered with Los Cerritos Wetlands Land Trust (LCWLT), who have sponsored guided nature walks in Los Cerritos Wetlands as well as secured funding to support Los Cerritos Wetlands Stewardship Program events. Please refer to the attached Exhibit B: Los Cerritos Wetlands Stewardship Program updates for a full report.</p>
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Task	Description	Status
<b>Capital Projects &amp; Initiatives</b>		
<p><b>Active</b></p> <p>County of Orange, OC Public Works Contract (MA-080-15010071)</p>	<p>Orange County Public Works entered into contract with LCWA to provide wetland restoration services and supplies including five years of monitoring reports from the LCWA's Stewardship Program</p> <p>Performance Period October 28, 2019 through October 27, 2020</p> <p>Total Funding: \$20,660.00 Funding Remaining: \$5,212.50 as of July 31, 2020</p>	<p>Tidal Influence was contracted to manage and implement the project. Planting and site maintenance regularly occur on the Orange County mitigation site, and staff continue to monitor the progress on the project.</p> <p>A Year 6 Monitoring Report is being prepared for September 2020. Coordination with agencies has occurred and Coastal Commission has signed off on this mitigation project. All special conditions have been met.</p> <p>Additional maintenance of the site is currently being negotiated with OC.</p>

Tarplant Mitigation Project - Ascon  <b><u>Active</u></b>	<p>The LCWA entered into a Memorandum of Agreement with Ascon to accept mitigation funds for the Southern Tarplant Mitigation Plan for a five-year mitigation plan to grow and monitor Southern Tarplant at Zedler Marsh</p> <p>Performance Period November 3, 2016 through November 1, 2021</p> <p>Year 4 Funding: \$60,110 Year 4 Remaining Funding: \$5,941.31 as of July 31, 2020</p>	<p>Tidal Influence was contracted to manage and implement this project, seeding, and monitoring plan at Zedler Marsh. Staff continues to monitor the progress on the project.</p> <p>Regular watering and invasive species control are currently conducted on site. Annual monitoring was conducted in July of 2020 resulted in a total of 269,019 tarplant individuals. The site has now successfully reached its goal of sustaining more than 189,774 individuals for two consecutive years.</p> <p>An endowment for this site is currently being worked on for long term care.</p>
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#### Grants – COMPLETED

A total of 12 grants completed by the LCWA and LCWLT	A total of \$6,228,400 grant funds was acquired and used towards acquisition, restoration studies, restoration projects, and education programs.	See <a href="#">link</a> for details on all completed grants.
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Task	Description	Status
<b>Grants – ACTIVE</b>		
The Orange County Community Fund  <b><u>Active</u></b>	The LCWLT applied for the Warne Foundation Grant Program to fund Belding's Savannah Surveys at Los Cerritos Wetlands. This is a competitive grant that needs to be reapplied to annually.	<p>Belding's Savannah Sparrow (BSS) surveys were conducted during breeding and nesting season to determine breeding territories for pairs of Belding's. Least Bell's Vireo (LBV) surveys began to determine potential nesting areas. Surveys were completed along with restoration of BSS and LBV habitat outside of nesting season.</p> <p>This grant was first awarded to the LCWLT on January 1, 2017, and then reapplied for and approved for a fourth year of monitoring and restoration efforts for 2020.</p>

#### Memorandum of Understanding/Agreements

Signal Hill Petroleum, Inc. (SHPI) Memorandum of Agreement  <u>Active</u>	The LCWA entered into a Memorandum of Agreement with SHPI to use specific areas within the SHPI current exclusive easement for growth of Southern Tarplant under the Southern Tarplant Mitigation Plan.  Performance Period February 3, 2017 through perpetuity	The LCWA will have access to these specific areas within the SHPI exclusive easement into perpetuity.
LCWA13001 Aquarium of the Pacific Memorandum of Agreement  <u>Active</u>	The LCWA entered into a Memorandum of Agreement in order to provide a citizen science sea turtle monitoring program for the general public.  Performance Period August 11, 2016 through December 30, 2020.	For updates on the citizen science sea turtle monitoring program, please visit <a href="http://www.aquariumofpacific.org/give/member_ship/seaturtles">http://www.aquariumofpacific.org/give/member_ship/seaturtles</a>  This agreement has been extended from December 30, 2019 to December 30, 2020.
LCWA13000 Los Cerritos Wetlands Land Trust Memorandum of Agreement  <u>Active</u>	The LCWA entered into a MOA with the Los Cerritos Wetlands Land Trust for stewardship services of the Los Cerritos Wetlands Stewardship Program  Performance Period August 11, 2016 through December 30, 2020.	Please see the attached Los Cerritos Wetlands Stewardship Program Summary Report.  This agreement has been extended from December 30, 2019 to December 30, 2020.
Memorandum of Agreement with the El Dorado Audubon  <u>Active</u>	El Dorado Audubon is working with the LCWA to develop bird walks at LCWA Phase 2 properties.  Performance Period February 11, 2016 through December 30, 2020.	Please see the attached El Dorado Audubon Society report for a summary of the Los Cerritos Wetlands Nature/Bird Walks. For more information, please visit <a href="http://eldoradoaudubon.org/">http://eldoradoaudubon.org/</a>  This agreement has been extended from December 30, 2018 to December 30, 2020.
Sea and Sage Monthly Bird Counts	Darrell Wilson conducts bird counts using a research permit on the Hellman Properties.	Bird counts from monthly surveys are summarized in reports submitted to LCW Ebird account.

## Field Report Memorandum

**To:** Sally Gee, LCWA

**From:** Marcelo Ceballos, Tidal Influence, LLC

**Cc:** Eric Zahn, Tidal Influence, Lenny Arkinstall, Salian Garcia, Mark Stanley

**Date:** June 17th, 2020

**Subject:** Land Management Field Report

Sites Inspected: Zedler Marsh, Bryant Lease West, Hellman/Gum Grove, State Lands Parcel, & OTD Parcel

Inspection Date: May 26<sup>th</sup>, 2020

*Note: The locations of critical observations and issues noted in this document are called out on the map on the final page. Photos of certain issues/observations are attached at the end of the report.*

### OTD Parcel

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1. Gates – OK
2. Trails – OK
3. Fences – OK
4. Homeless –
  - a. Encampment found in southeast corner of the property along the outside of the fence line. Tent is no longer present, but other materials and debris have been left in the area. This encampment may be a day camp since no activity has been observed during patrols. (See Photos)  
**The LCWA's homeless contractor should work to remediate this encampment as soon as possible.**

### Zedler Marsh

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5. Gates – OK
6. Trails – OK
7. Fences –
  - a. Fence breach found in the northwest corner of the property approximately 100ft from the dirt access road and located beneath a fenced in facility. Tidal Influence staff have repaired the fence line breach to maintain site security. (See Photos)
8. Homeless – OK

### State Lands Parcel

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9. Gates – OK
10. Trails –
  - a. Tidal Influence staff conducted trail maintenance in May to maintain site access for staff. Additional trail maintenance may be required once stewardship programs resume to ensure visitor safety. (See Photos)
  - b. A non-native pepper tree had its lower branches trimmed to reduce the possibility of the tree being used as an encampment or for storing materials. A staff biologist surveyed the tree for any nesting birds and found none. The biologist was also present during the trimming to ensure no impacts were made to the habitat. (See photos)
11. Fences – OK
12. Homeless – OK

## Hellman

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13. Gates – OK
14. Trails –
  - a. Tidal Influence staff conducted trail maintenance along portions of the trail system to allow access for staff and maintenance activities. Additional trail maintenance will be conducted throughout the trails system once stewardship programs resume. (See Photos)
  - b. Minor erosion has occurred to the path leading to the access gate adjacent to Gum Grove Park. (See Photos)  
**Tidal Influence staff will monitor this erosion. An assessment and repairs will be scheduled once stewardship programs resume to ensure visitor safety.**
  - c. The underbrush of a non-native pepper tree along the stewardship trail is growing back. This pepper tree was used as an encampment previously.  
**Tidal influence staff will work to maintain visibility around this tree in the coming months. A staff biologist will check for any nesting bird activity before this maintenance is conducted to ensure no impacts are made to the habitat. (See Photos)**
15. Fences –
  - a. Non-native vegetation is growing along the southwestern portion of the property adjacent to a neighborhood. (See Photos)  
**Tidal influence staff will work to remove vegetation in this area in the coming months to reduce any fire risk and comply with county guidelines.**

16. Homeless – OK

## Bryant Lease West

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17. Gates –
  - a. All the locks and chains for the gates along the levee have been removed and all gates are open. (See Photos)  
**We recommend LCWA staff meet with LA County to determine a new approach to secure this property. We recommend adjusting the fence line location to provide a thoroughfare along the levy path.**
18. Trails –
  - a. A large rubble pile consisting of asphalt, concrete, and metal have been dumped near the entrance gate to the LCWA's Bryant West Property. This pile is currently located on property currently owned by the Bryant's. At the time of observations tire tracks were observed leading up to the rubble pile but no other indications of the responsible party were found. Clean up of this rubble was started on July 23<sup>rd</sup> by the LCWA's Homeless contractor and the City of Long Beach's Clean team, with an additional cleanup effort needed to finish removing the remaining material. (See Photos)  
**Tidal Influence staff will track the progress of the clean up effort and assess the site for impacts once the clean ups are complete.**
  - b. Dry branches have been observed around the site's trails. Tidal Influence staff will repurpose when possible.
19. Fences –
  - a. The fence line next to the active encampment located adjacent to the LCWA's property was breached.  
**Tidal Influence staff will conduct fence line repairs to this section once the encampment is no longer occupied.**
20. Homeless –
  - a. The main encampment on the Bryant West property was cleared in early June 2019. The encampment has since been set up approximately 200 meters north of the old encampment's location. Tidal Influence staff re-installed no trespassing signs to the property fence line, but these went missing the following day. (See Photos)  
**We recommend the LCWA's Homeless contractor work to remediate this encampment in the coming months to discourage additional encampments from establishing. Tidal Influence will work to repair the fence line and repost no trespassing signs in the portion of the fence line no longer occupied by the encampment.**
  - b. A new encampment has been established on the San Gabriel River Trail approximately 100 feet from the southern border of the property. (See Photos)  
**We recommend the LCWA's Homeless contractor work to remediate this encampment in the coming months to discourage additional encampments from establishing.**

## Map

The photos of the issues and observations detailed above are labeled by number. The number on the map below indicates the location of these issues and observations.



## Field Report Memorandum

**To:** Sally Gee, LCWA

**From:** Marcelo Ceballos, Tidal Influence, LLC

**Cc:** Eric Zahn, Tidal Influence, Lenny Arkinstall, Salian Garcia, Mark Stanley

**Date:** July 8th, 2020

**Subject:** Land Management Field Report

Sites Inspected: Zedler Marsh, Bryant Lease West, Hellman/Gum Grove, State Lands Parcel, & OTD Parcel

Inspection Date: June 26<sup>th</sup>, 2020

*Note: The locations of critical observations and issues noted in this document are called out on the map on the final page. Photos of certain issues/observations are attached at the end of the report.*

### OTD Parcel

---

1. Gates – OK
2. Trails – OK
3. Fences – OK
4. Homeless –
  - a. Encampment found in southeast corner of the property along the outside of the fence line. No shelter was present, but other materials and debris have been left in the area.  
**The LCWA's homeless contractor should work to remediate this encampment as soon as possible.**

### Zedler Marsh

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5. Gates – OK
6. Trails – OK
7. Fences – OK
8. Homeless – OK

### State Lands Parcel

---

9. Gates – OK
10. Trails – OK
11. Fences – OK
12. Homeless – OK

## Hellman

---

13. Gates –

- The electronic gate allowing vehicle access into the site recently overheated and was disabled. Tidal Influence staff coordinated repair of this gate. The gate was repaired by the end of the day and no signs of trespassers were observed around the property. (See Photos)

14. Trails –

- Minor erosion has occurred to the path leading to the access gate adjacent to Gum Grove Park. (See Photos)  
**Tidal Influence staff will monitor this erosion. An assessment and repairs will be scheduled once stewardship programs resume to ensure visitor safety.**
- Shrubs along the back trail leading into Gum Grove Park have grown onto the trail and are blocking the route through to the access gate.  
**Tidal Influence staff will work to maintain this portion of the trail for staff access.**
- The underbrush of a non-native pepper tree along the stewardship trail is growing back. This pepper tree was used as an encampment previously and will require maintenance to ensure line of site visibility around the vegetation. (See Photos)  
**Tidal influence staff will work to maintain visibility around this tree in the coming months. A staff biologist will check for any nesting bird activity before this maintenance is conducted to ensure no impacts are made to the habitat.**

15. Fences –

- Fire safety maintenance has been conducted along the property boundary shared with a neighborhood near PCH. Tidal Influence staff conducted this maintenance effort before July 4<sup>th</sup> to reduce the fire risk and to comply with Orange County Fire Authority guidelines. (See Photos)
- A large shelving unit was left along the fence line of the PCH entrance area. Tidal Influence staff have moved the shelving unit and will repurpose or dispose of it in the coming months. (See Photos)
- A large amount of materials were dumped along the fence line near the PCH entrance area. Tidal Influence staff have cleaned up the area and disposed of these items. (See Photos)

16. Homeless – OK

## Bryant Lease West

---

17. Gates –

- All the locks and chains for the gates along the levee have been removed and all gates are open. (See Photos)  
**We recommend LCWA staff meet with LA County to determine a new approach to secure this property. We recommend adjusting the fence line location to provide a thoroughfare along the levy path.**

18. Trails –

- A large rubble pile consisting of asphalt, concrete, and metal have been dumped near the entrance gate to the LCWA's Bryant West Property. This pile is currently located on property currently owned by the Bryant's. At the time of observations tire tracks were observed leading up to the rubble pile but no other indications of the responsible party were found. Clean up of this rubble was started on July 23<sup>rd</sup>, 2019 by the LCWA's Homeless contractor and the City of Long Beach's Clean team, with an additional cleanup effort needed to finish removing the remaining material.  
**Tidal Influence staff will track the progress of the clean up effort and assess the site for impacts once the clean ups are complete.**
- Dry branches have been observed around the site's trails. Tidal Influence staff will repurpose when possible.

19. Fences –

- The fence line next to the active encampment located adjacent to the LCWA's property was breached.  
**Tidal Influence staff will conduct fence line repairs to this section once the encampment is no longer occupied.**

20. Homeless –

- The main encampment on the Bryant West property was cleared in early June 2019. The encampment has since been set up approximately 200 meters north of the old encampment's location. Tidal Influence staff re-installed no trespassing signs to the property fence line, but these went missing the following day. (See Photos)  
**We recommend the LCWA's Homeless contractor work to remediate this encampment in the coming months to discourage additional encampments from establishing. Tidal Influence will work to repair the fence line and repost no trespassing signs in the portion of the fence line no longer occupied by the encampment.**

- b. Three new encampments have been established along the bottom of the slope of the flood control levy that runs parallel with the property fence line. While these encampments are not directly on LCWA property their proximity to the fence line and oil operations on the property increases the likelihood of trespassing. (See Photos)  
**Tidal Influence staff has coordinated with the LCWA's contractor to remediate and outreach to these encampments.**

## Map

The photos of the issues and observations detailed above are labeled by number. The number on the map below indicates the location of these issues and observations.



## Field Report Memorandum

**To:** Sally Gee, LCWA

**From:** Marcelo Ceballos, Tidal Influence, LLC

**Cc:** Eric Zahn, Tidal Influence, Lenny Arkinstall, Salian Garcia, Mark Stanley

**Date:** August 13th, 2020

**Subject:** Land Management Field Report

Sites Inspected: Zedler Marsh, Bryant Lease West, Hellman/Gum Grove, State Lands Parcel, & OTD Parcel

Inspection Date: July 28<sup>th</sup>, 2020

*Note: The locations of critical observations and issues noted in this document are called out on the map on the final page. Photos of certain issues/observations are attached at the end of the report.*

### OTD Parcel

---

1. Gates – OK
2. Trails – OK
3. Fences – OK
4. Homeless – OK

### Zedler Marsh

---

5. Gates – OK
6. Trails – OK
7. Fences – OK
8. Homeless – OK

### State Lands Parcel

---

9. Gates –
  - a. A small fire occurred on the property on Saturday July 18th, 2020. The local fire department quickly extinguished the fire with only approximately 0.2 acres of ruderal vegetation being affected. The chain on the southern entrance gate near First St. and PCH was cut by Fire Department officials for site access.  
**Tidal Influence staff have documented and assess the burn area and have replaced the chain that was cut to secure the site.**
10. Trails – OK
11. Fences – OK
12. Homeless – OK

## Hellman

---

13. Gates – OK

14. Trails –

- a. Minor erosion has occurred to the path leading to the access gate adjacent to Gum Grove Park. (See Photos)  
**Tidal Influence staff will monitor this erosion. An assessment and repairs will be scheduled once stewardship programs resume to ensure visitor safety.**
- b. Shrubs along the back trail leading into Gum Grove Park have grown onto the trail and are blocking the route through to the access gate.  
**Tidal Influence staff has performed maintenance along this portion of the trail and it is now accessible.**
- c. The underbrush of a non-native pepper tree along the stewardship trail is growing back. This pepper tree was used as an encampment previously and will require maintenance to ensure line of site visibility around the vegetation. (See Photos)  
**Tidal influence staff will work to maintain visibility around this tree in the coming months. A staff biologist will check for any nesting bird activity before this maintenance is conducted to ensure no impacts are made to the habitat.**
- d. Vegetation has begun to encroach onto the asphalt path leading to back entrance gate.  
**Tidal Influence staff will monitor growth and maintenance will be scheduled once stewardship programs resume to ensure visitor safety.**

15. Fences –

- a. Vegetation growing and trash littered along fence line of stewardship program parking area (See photos).  
**Tidal Influence staff will monitor and schedule maintenance once stewardship programs resume.**

16. Homeless – OK

## Bryant Lease West

---

17. Gates –

- a. According to LCWA homeless report all levee gates were locked subsequent to encampment cleanups however the locks and chains for the gates along the levee have been removed and all gates are open. (See Photos)  
**We recommend LCWA staff meet with LA County to determine a new approach to secure this property. We recommend adjusting the fence line location to provide a thoroughfare along the levy path.**

18. Trails –

- a. A large rubble pile consisting of asphalt, concrete, and metal have been dumped near the entrance gate to the LCWA's Bryant West Property. This pile is currently located on property currently owned by the Bryant's. At the time of observations tire tracks were observed leading up to the rubble pile but no other indications of the responsible party were found. Clean up of this rubble was started on July 23<sup>rd</sup>, 2019 by the LCWA's Homeless contractor and the City of Long Beach's Clean team, with an additional cleanup effort needed to finish removing the remaining material.  
**Tidal Influence staff will track the progress of the clean up effort and assess the site for impacts once the clean ups are complete.**

19. Fences –

- a. The fence line next to the active encampment located adjacent to the LCWA's property was breached.  
**Tidal Influence staff will conduct fence line repairs to this section once the encampment is no longer occupied.**
- b. Fence breaches were found on fence between two cattle grates near the levee gates and on fence running perpendicular to main property fence line where previous encampments had established (See photos).  
**Tidal Influence will work to repair the breached fence line to prevent trespassing.**

20. Homeless –

- a. The main encampment on the Bryant West property was cleared in early June 2019. The encampment has since been set up approximately 200 meters north of the old encampment's location. Tidal Influence staff re-installed no trespassing signs to the property fence line, but these went missing the following day (See Photos).  
**We recommend the LCWA's Homeless contractor work to remediate this encampment in the coming months to discourage additional encampments from establishing. Tidal Influence will work to repair the fence line and repost no trespassing signs in the portion of the fence line no longer occupied by the encampment.**

- b. The three relatively new encampments established along the bottom of the slope of the flood control levee that runs parallel with the property fence line have been remediated by LCWA's contractor and local authorities. (See Photos).

## Map

The photos of the issues and observations detailed above are labeled by number. The number on the map below indicates the location of these issues and observations.



## Field Report Memorandum

**To:** Sally Gee, LCWA

**From:** Marcelo Ceballos, Tidal Influence, LLC

**Cc:** Eric Zahn, Tidal Influence, Lenny Arkinstall, Salian Garcia, Mark Stanley

**Date:** September 1st, 2020

**Subject:** Land Management Field Report

Sites Inspected: Zedler Marsh, Bryant Lease West, Hellman/Gum Grove, State Lands Parcel, & OTD Parcel

Inspection Date: July 25<sup>th</sup>, 2020

*Note: The locations of critical observations and issues noted in this document are called out on the map on the final page. Photos of certain issues/observations are attached at the end of the report.*

### OTD Parcel

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1. Gates – OK
2. Trails –
  - a. Shrubs next to the roadside are beginning to grow in front of road signage. (See Photos)  
**Tidal Influence staff will perform maintenance outside of nesting bird season to allow for line of sight visibility of the signage. A staff biologist will be on site during maintenance work to ensure no biological impacts are made.**
3. Fences – OK
4. Homeless – OK

### Zedler Marsh

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5. Gates – OK
6. Trails – OK
7. Fences – OK
8. Homeless – OK

### State Lands Parcel

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9. Gates – OK
10. Trails – OK
11. Fences – OK
12. Homeless – OK

### Hellman

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13. Gates –
  - a. The electronic entrance gate near 1st St. and PCH was damaged by a vehicle. The damaged gate was removed and a temporary fence with chain and combo lock was put in place to secure the property while a replacement was fabricated. (See Photos)  
**Tidal Influence staff increased security measures by adding additional locks to the facilities and performing weekly site walkthroughs. As of today, the replacement has been installed and is operating normally.**

14. Trails –

- a. Minor erosion has occurred to the path leading to the access gate adjacent to Gum Grove Park. (See Photos)  
**Tidal Influence staff will monitor this erosion. An assessment and repairs will be scheduled once stewardship programs resume to ensure visitor safety.**
- b. The underbrush of a non-native pepper tree along the stewardship trail is growing back. This pepper tree will require maintenance to ensure line of site visibility for visitor and staff safety. (See Photos)  
**Tidal influence staff will work to conduct maintenance in the coming months. A staff biologist will check for any nesting bird activity before this maintenance is conducted to ensure no biological impacts are made.**
- c. Vegetation has begun to encroach along the stewardship trail system. (See Photos)  
**Tidal Influence staff will monitor growth and trail maintenance will be scheduled once stewardship programs resume to ensure visitor safety.**

15. Fences –

- a. Vegetation growing along a portion of the fence line of stewardship program parking area.  
**Tidal Influence staff will monitor and schedule fence line maintenance once stewardship programs resume.**

16. Homeless – OK

## Bryant Lease West

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17. Gates –

- a. According to LCWA homeless report all levee gates were locked subsequent to encampment cleanups however the locks and chains for the gates along the levee have been removed and all gates are open. (See Photos)  
**We recommend LCWA staff meet with LA County to determine a new approach to secure this property. We recommend adjusting the fence line location to provide a thoroughfare along the levy path.**

18. Trails –

- a. A large rubble pile consisting of asphalt, concrete, and metal have been dumped near the entrance gate to the LCWA's Bryant West Property. This pile is currently located on property currently owned by the Bryant's. At the time of observations tire tracks were observed leading up to the rubble pile but no other indications of the responsible party were found. Clean up of this rubble was started on July 23<sup>rd</sup>, 2019 by the LCWA's Homeless contractor and the City of Long Beach's Clean team, with an additional cleanup effort needed to finish removing the remaining material.  
**Tidal Influence staff will track the progress of the clean up effort and assess the site for impacts once the clean ups are complete.**
- b. A pothole was discovered along the San Gabriel River trail north of the levee gates. (See Photos)  
**Tidal Influence will monitor the sunken area of the SGR asphalt trail for additional damage. The damage will be assessed and minor repair efforts will be scheduled once stewardship programs resume.**

19. Fences –

- a. Fence breaches were found along a fence line between two cattle gates near the levee gates and another fence running perpendicular to the main property fence line where previous encampments had established (See photos).  
**Tidal Influence staff have patched these portions of fence line.**
- b. A previously patched fence line approximately 200 meters south of the main encampment has been breached and is in need of repairs. (See Photos)  
**Tidal Influence staff will work to repair the breached portion of fence line.**

20. Homeless –

- a. The LCWA's Homeless contractor and local officials made contact with the main encampment on August 14<sup>th</sup>. The inhabitant was notified to vacate the property by August 21<sup>st</sup>. During the property patrol the inhabitant was observed under the non-native shrubs growing along the eastern fence line along with additional supplies stored along the fence line. (See Photos)  
**Tidal Influence will patch fence lines and repost no trespassing signs once the encampment is remediated. The LCWA's homeless contractor will coordinate maintenance of the non-native shrubs growing along the fence line to deter future encampments from establishing in this area.**

## Map

The photos of the issues and observations detailed above are labeled by number. The number on the map below indicates the location of these issues and observations.



# Zeder Marsh



Fence breach along northwestern fence



Fence breach has been patched

# Hellman



Trail maintenance conducted in May



Fire safety clearance upcoming



Erosion along back trail



Pepper Tree growing back along trail

# Hellman



Electronic gate repaired



Fire safety maintenance completed



Erosion along back trail



Non-native pepper tree growing onto trail

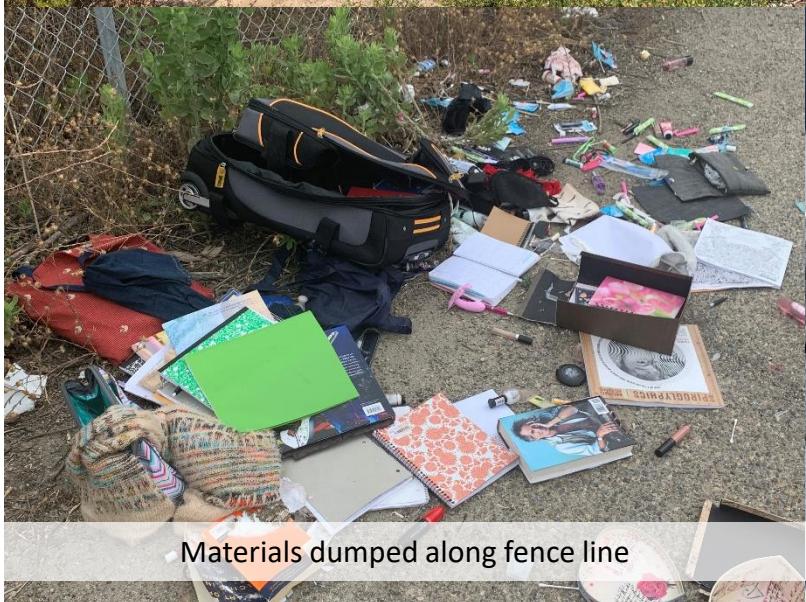
# Hellman



Shrub growth blocking access trail



Shelving unit dumped along fence line



Materials dumped along fence line



Materials cleaned up and disposed of

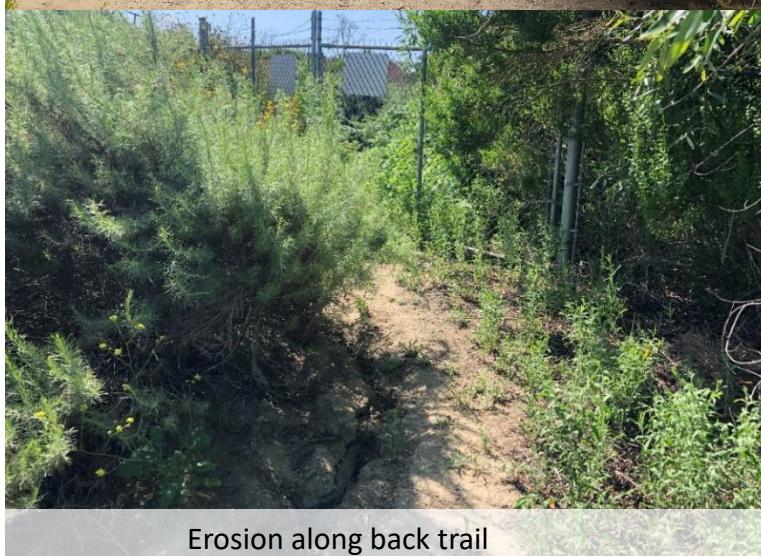
# Hellman



Maintenance performed to back trail



Vegetation encroaching onto asphalt trail



Erosion along back trail



Non-native pepper tree growing onto trail

# Hellman



Electronic entrance gate damaged in car accident



Vegetation growing along stewardship trail system



Erosion along back trail



Non-native pepper tree encroaching onto trail

# Hellman



Vegetation growing in parking area



Trash dumped onto parking area

# OTD



Encampment in southeast corner of property

# OTD



# State Lands



# State Lands



# Bryant Lease West



# Bryant Lease West



Encampment #1 along eastern fence line



Encampment #2 along eastern fence line



Encampment #3 & #4 along eastern fence line



Levy gates left open

# Bryant Lease West



Encampment #1 along eastern fence line present



Encampment #2 along eastern fence line no longer present



Encampments #3 & #4 along eastern fence line not present



Levee gates left open

# Bryant Lease West



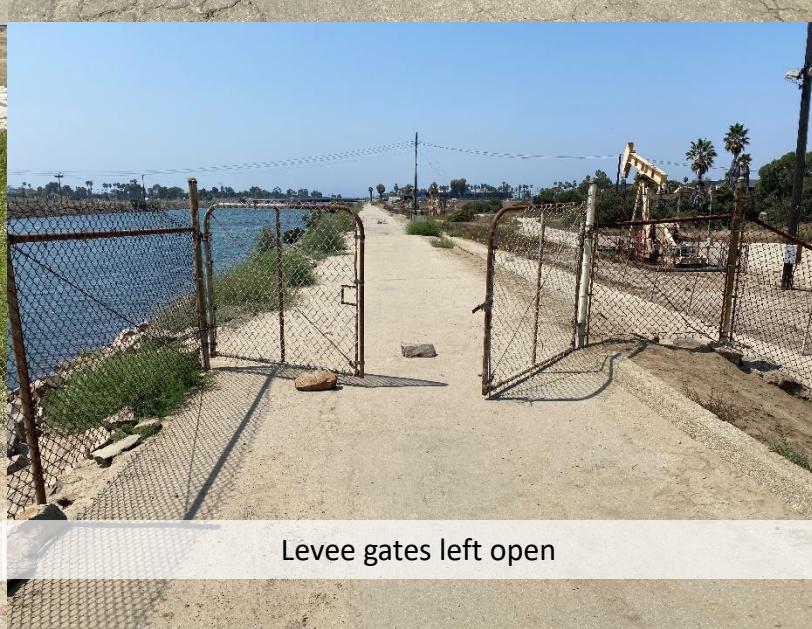
Encampment re-establishing along eastern fence line



Levy asphalt sunken in



Eastern fence line breached



Levee gates left open

# Bryant Lease West



## **Los Cerritos Wetlands Authority**

**Date:** September 24, 2020

**To:** Governing Board Members

**From:** Salian Garcia, Fiscal Manager

**Subject:** Item 6e: Receive and File Expenditure Report

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Attached as Exhibit A is the FY 2019/2020 Budget with balances as of September 1, 2020.

**The Expenditure Report for FY 2019/2020 (Exhibit A) is summarized below:**

### **REVENUES**

- Contracts and Mitigation Revenue are higher than budget projections primarily due to additional wetland restoration services conducted with Orange County Public Works and Tarplant Mitigation services.
- Fees are higher than budgeted projections due to increase of administrative fees related to Tarplant Mitigation services.
- JPA Contribution are overall lower than budget projections. However, these one-time, annual payments are expected to be received by the end of this fiscal year.
- Grant revenue are lower than budget projections as current health mandates deterred project management and operational tasks as well as the loss of an acquisition.
- Staff is awaiting reimbursement from several grants and contracts. The revenue will be reflected when submitted costs expended under the grant has been approved for reimbursement and the reimbursement is received.

### **EXPENSES**

- Insurance – General Liability/Umbrella line item is slightly over budget; however, no additional expenses are expected for this line item.
- Grant & Land Management and Grant Management – Contracted Services are lower than normal budget projections; however, contractors generally invoice after services are rendered and therefore, these expenditures will be reflected when invoices are received.
- Other Administration and Operational Expense line items have minimal or no activity. Items such as Signage and Miscellaneous line items are expended as needed.

**LOS CERRITOS WETLANDS AUTHORITY**  
**CONSOLIDATED BUDGET FISCAL YEAR 2019-2020**

	FY 19/20	Remaining	Remaining %	Actuals %
	Budget	As of 09/01/20	Budget Balance	FY2019 Budget Spent
<b>Revenues</b>				
<b>General Administrative &amp; Operating Revenue</b>				
JPA Contributions	20,000	10,000	10,000	50%
Lease Revenue	72,416	66,138	6,278	9%
Contracts	22,135	72,344	(50,209)	-227%
Fees	2,546	2,048	498	20%
Permits	10,000	10,000	-	0%
Other - Local Revenue	67,770	-	67,770	100%
<b>Subtotal-General Administrative &amp; Operating</b>	<b>194,867</b>	<b>160,529</b>	<b>34,338</b>	<b>18%</b>
<b>Grants and Special Projects Revenue</b>				
Grant - State Coastal Conservancy	225,368	208,856	16,512	7%
Grant - Rivers & Mountains Conservancy	937,219	251,400	685,819	73%
Grant - Other Federal, State, County & Local Funds	249,500	74,061	175,439	70%
Mitigation Revenue	50,924	40,955	9,969	20%
Contracts - Other MOA	2,722	-	2,722	100%
Other - Donations	-	-	-	0%
Other - Miscellaneous	5,000	1,829	3,171	63%
<b>Subtotal-Grants and Special Projects</b>	<b>1,470,733</b>	<b>577,102</b>	<b>893,631</b>	<b>61%</b>
<b>Total Revenue</b>	<b>1,665,600</b>	<b>737,631</b>	<b>927,969</b>	<b>56%</b>
<b>Expenses</b>				
Insurance - D & O Policy	2,691	2,786	(95)	-4%
Audit Services	9,600	9,600	-	0%
Website	1,000	500	500	50%
Miscellaneous Administrative Costs	1,500	-	1,500	100%
<b>Administration Expense Subtotal</b>	<b>14,791</b>	<b>12,886</b>	<b>1,905</b>	<b>13%</b>
Grant & Land Management - General	35,000	22,525	12,475	36%
Grant Management - Contracted Services	19,700	14,488	5,213	26%
Insurance - General Liability/Umbrella	10,683	9,501	1,182	11%
LCWA Measure A - M/O	67,770	43,611	24,159	36%
Security	8,700	6,525	2,175	25%
Signage	3,000	-	3,000	100%
MOAs	18,000	6,310	11,690	65%
Miscellaneous	2,500	-	2,500	100%
<b>Operational Expense Subtotal</b>	<b>165,353</b>	<b>102,960</b>	<b>62,393</b>	<b>38%</b>
Consultant Services	7,000	5,754	1,247	18%
Grant - State Coastal Conservancy	231,967	208,856	23,111	10%
Grant - Rivers & Mountains Conservancy	921,064	102,933	818,131	89%
Grant - Other Federal, State, County & Local Projects	274,500	169,792	104,708	38%
Other - Mitigation Projects	50,924	57,455	(6,531)	-13%
Other - Miscellaneous	-	-	-	0%
<b>Capital Outlay Expense Subtotal</b>	<b>1,485,455</b>	<b>544,789</b>	<b>940,666</b>	<b>63%</b>
<b>Total Expense</b>	<b>1,665,600</b>	<b>660,635</b>	<b>1,004,964</b>	<b>60%</b>
<b>Ending Net Position</b>	<b>-</b>	<b>76,995</b>	<b>(76,995)</b>	

**Los Cerritos Wetlands Authority**

**Date:** **September 24, 2020**

**To:** **Governing Board Members**

**From:** **Sally Gee, Project Manager**

**Through:** **Mark Stanley, Executive Officer**

**Subject:** **Item 7: Consideration of a resolution awarding a contract to Tidal Influence for services related to Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans**

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**RECOMMENDATION:** That the Los Cerritos Wetlands Authority (LCWA) award a contract to Tidal Influence for services related to Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans.

**PROJECT DESCRIPTION:** The LCWA released a Request for Proposals (RFP, Exhibit A) on August 8, 2020 for qualified firms to provide consultant services related to Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans within the Los Cerritos Wetlands Complex (LCW). The objective for this solicitation was to select a firm that will work in partnership with the LCWA staff, non-profit partners, and Joint Powers Authority partners for oversight of the Los Cerritos Wetlands. The closing date for proposal submittal was August 25, 2020.

The RFP was emailed to the LCWA consultant list known to conduct these types of work activities, shared with tribal groups who consulted on the LCW Restoration Plan PEIR, and posted on the LCWA website. The LCWA only received one proposal from Tidal Influence. An addendum released on August 13, 2020 (Exhibit A), extended the time frame for potential proposers to submit questions by an additional week, and staff received no questions. One consultant on the distribution list had indicated that they would not likely submit a proposal for the scope of work in the RFP.

After review by a team with representatives from the Rivers and Mountains Conservancy and the State Coastal Conservancy, Tidal Influence's proposal received a score of 94.6/100 (Exhibit B), and staff recommends awarding a three-year contract to Tidal Influence, commencing Oct 1, 2020 through September 30, 2023, with two options for 1 year extensions of the contract. Tidal Influence has extensive experience and expertise to provide the LCWA with the necessary services outlined in the RFP. Tidal Influence team is led by a well-qualified Principal and a staff with years of experience conducting projects and programming in the LCW. This team is qualified to work collaboratively to meet all of the LCWA requirements in the RFP. Further, Tidal Influence has received four letters of support demonstrating they have developed strong relationships with critical LCWA partners, and Tidal Influence intends to continue utilizing these relationships to aid the LCWA in managing LCWA's properties.

Compensation for this scope of work are detailed as followed:

1. Land management: \$1,000 per month
2. Stewardship Program implementation: \$1,000 per month, on months where the stewardship program is active; Programming activities are currently suspended due to the COVID-19 pandemic.
3. Contract and Grant Management: scope and costs will be billed according to various contract/grant agreements, and costs will not exceed the agreed upon budget.
4. Implementation of the Los Cerritos Wetlands Restoration Plan: costs to be billed according to the contractor's fee schedule, with an annual not to exceed total of \$44,400.
5. Additional as needed services will be negotiated and billed according to the contractor's fee schedule.

**BACKGROUND:** The LCWA has found it a matter of public convenience and necessity to contract services for land management, stewardship programming, and project management since 2010, due to limited staff availability of the LCWA. It has been critical to advancing LCWA's goals for restoration, conservation, and public stewardship of the Los Cerritos Wetlands to contract with an experienced consulting firm. Additionally, the LCWA has found it to be cost effective and efficient to contract the services in the RFP. The LCWA has successfully contracted with Tidal Influence in the past to implement multiple contracts, grants, and stewardship programming with their technical expertise. Tidal Influence was founded with a mission of conserving and restoring all of Los Cerritos Wetlands and this consultant has been dedicated to building partnerships and implementing projects since 2009. In addition, Tidal Influence intends to continue providing the LCWA with quality land management services, while coordinating all stewardship programming and the administration of LCWA grant funded projects.

**FISCAL:** The LCWA FY20/21 budget includes line item funds for project management services. This contract will be paid from operations revenue that includes lease fees, Los Cerritos LLC Memorandum of Option Agreement Funds, and various contract/grant funding.



## **LOS CERRITOS WETLANDS AUTHORITY**

### **REQUEST FOR PROPOSALS**

#### **SERVICES FOR LAND MANAGEMENT CONTRACT AND GRANT MANAGEMENT AND COORDINATION AND IMPLEMENTATION OF THE LOS CERRITOS WETLANDS STEWARDSHIP PROGRAM AND RESTORATION PLANS**

Los Cerritos Wetlands Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
[intoloscerritoswetlands.org](mailto:intoloscerritoswetlands.org)

Contact: Sally Gee, 626-815- 1019 ext 104  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)



## LOS CERRITOS WETLANDS AUTHORITY

### Request for Proposals

Services for Land Management, Contract and Grant Management,  
and Coordination and Implementation of the Los Cerritos Wetlands  
Stewardship Program and Restoration Plans

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Exhibit A: Los Cerritos Wetlands Ownership Map

Exhibit B: Sample Contractor Agreement

Exhibit C: Signal Hill Oil Coastal Commission Development Permit (LCWA 08008)

Exhibit D: Orange County Public Works Native Plant Contract (LCWA 14003)

## **I. INTRODUCTION AND OVERVIEW:**

The Los Cerritos Wetlands Authority (LCWA) is requesting proposals from qualified firms to provide consultant services for the following:

1. Land Management for the LCWA Properties,
2. Program Coordinator services for the Los Cerritos Wetlands Stewardship Program (hereinafter: Stewardship Program),
3. Contracts and Grants Management, and
4. Project Management and implementing restoration of the Los Cerritos Wetlands in line with developed restoration plans.

The services above are to be provided within the Los Cerritos Wetlands Complex located in the Cities of Seal Beach and Long Beach. The objective of this solicitation is to select a firm that will work in partnership with the LCWA staff for oversight of the Los Cerritos Wetlands. Proposals must be submitted by **August 25, 2020** according to the guidelines set forth in Section VI: Submittals of Proposal.

The LCWA is a joint powers authority of San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach (LBC) and City of Seal Beach (SBC) whose mission is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands Complex consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation. The LCWA has created the Los Cerritos Wetlands Stewardship Program designed to promote community involvement focused on environmental education, maintenance, restoration and monitoring of the wetlands.

Historically, there have been three separate ownerships included within the Los Cerritos Wetlands Complex (LCW): the Hellman Property, containing approximately 174 acres, the Bryant Property, containing approximately 87 acres, and the Berger/Dean properties containing approximately 175 acres. The LCWA was formed on February 2006 to address the complexities of acquiring and restoring these wetlands and purchased 67 acres from the Bryants, and later in 2010 purchased 100 acres from the Hellmans; in addition, 5 acres were donated from Edison. Currently the LCWA owns 172 acres and leases and manages an additional 5 acres from the State Lands Commission, this property is adjacent to the Hellman Property (Exhibit A: LCW Map).

## **II. PROJECT DESCRIPTION:**

The LCWA owns or leases 177 acres that require regular property management to protect sensitive natural resources, manage property lease agreements, and ensure the safety and security of easement holders and the public. The consultant must ensure that the land management duties are effectively carried out and is expected to coordinate the LCWA's Stewardship Program. The Stewardship Program is funded through contracts and external grants. The LCWA's Stewardship Program will support the land management effort while promoting and providing leadership in hands-on conservation activities and educating members of the community about the importance of wetland habitat conservation.

Additionally, LCWA has been working to restore the LCW, through contracts for active restoration, and through the development of the [Los Cerritos Wetlands Conceptual Restoration Plan](#) and the

[Los Cerritos Wetlands Restoration Plan Program Environmental Impact Report](#). The Consultant is expected to assist the LCWA in managing contracts and grants, as well as seeking funding, to conduct additional restoration planning and implement restoration of the LCW.

### **III. SCOPE OF WORK:**

1. Land Management Services includes routine property patrols, property patrol reports, and identifying and redirecting non-beneficial uses and activities related to the Los Cerritos Wetlands. Activities also include:
  - a. Act as the Land Manager for the 177 acres of LCWA properties which includes: 67-acre LCWA Phase 1 (aka Bryant Lease), 100-acre LCWA Phase 2 (aka Hellman Ranch), 5-acre OTD Parcel, and the 5-acre State Lands Commission Parcel (Exhibit A: LCW Map);
  - b. Perform routine property patrols to identify, redirect and report non-beneficial uses and activities related to the general health of the wetland habitat and safety of volunteers and staff. Non-beneficial uses include but are not limited to trespassing, camping or permanent inhabitance, off-roading, illegal dumping, unapproved animal practices (dog walking, dog training, falconry, horse-back riding, etc.), hunting or fishing, bonfires or barbeques, and unauthorized habitat alteration;
  - c. Communicate with LCWA's Homeless Relocation contractor regarding trespassing, camping or permanent inhabitance on the property from people experiencing homelessness; the Land Management Consultant is not expected to relocate people experiencing homelessness;
  - d. Summarize property patrol findings in reports that are submitted once a month to pertinent LCWA staff, contractors, lessees or partners, and that are compiled and presented to the LCWA Board at quarterly meetings;
  - e. Provide site and safety orientations to volunteers, staff, approved partners, contractors, lessees, or easement holders entering the LCWA properties and escort visitors who have not received site and safety orientations. Hold the LCWA master key and manage access gates and distribution of the master key as approved for land users once verified by LCWA, per direction of the LCWA Project Manager;
  - f. Develop weed abatement work plans as needed for the Stewardship Program;
  - g. Manage agreements and coordinate activities of all contractors, easement holders, or lessees that utilize LCWA properties or are contracted to provide the LCWA with on-site services, with the exclusion of the Homeless Relocation contractor;
  - h. Maintain an updated database of visitors to the properties;
  - i. Manage all LCWA on-site facilities, including acting as the Liaison with Signal Hill Petroleum and other operators if necessary. In addition, coordinate quarterly meetings to provide updates from both the LCWA Staff and Signal Hill Petroleum

on-going projects;

- j. Maintain an updated list of the flora and fauna with specific attention to special status species. Conduct an annual population and survey of nesting Belding Savannah sparrows and provide an annual report by December 30 of every year.
2. Act as the LCWA's Stewardship Program manager, which supports land management activities and includes coordinating all stewardship events and educational programming in accordance with public health guidelines, and other services as stated below. All public programs have been suspended due to COVID-19, but LCWA maintains communication with Stewardship partners for safe stewardship opportunities. Activities include:
  - a. Develop semiannual flyer announcing public events for the Stewardship Program. A draft flyer must be prepared at least two weeks prior to posting to allow review and approval by the LCWA Project Manager;
  - b. Communicate (through email and phone call) dates and times of public access/programming events to LCWA staff at least one week in advance in order to promote safe and accessible opportunities for public education and ecological research that do not conflict with the Stewardship Program;
  - c. Collect all sign-in liability forms from all stewardship events and provide copies of these liability forms to the LCWA Office on a quarterly basis;
  - d. Provide guidance to the work plan of the Stewardship Program and coordinate restoration activities with Stewardship Partners;
  - e. Manage any grants or restoration projects received by the Stewardship Program and act as liaison to LCWA staff and contractors as part of the LCWA grant or restoration project, regarding the dates and times of any operations;
  - f. Organize all Stewardship Program public events and provide the LCWA a quarterly report of all activities. Organize quarterly partner meetings with active Stewardship Partners;
  - g. Expand and utilize the LCWA Volunteer Database to inform the public of upcoming events/programming;
  - h. Manage the Stewardship Program budget and work with LCWA staff and partners on program development and fundraising;
  - i. Review Coastal Development Permit applications submitted with regards to LCWA properties and stewardship programs. Interpret Coastal Development Permits and advise LCWA staff on allowable land alterations.
3. Contract and Grant Management Services consists of administering and implementing contracts, grants awarded, in-lieu-fee programs and other restoration projects. This task includes administering and managing timelines, task lists and budgets, and ensuring these funds and their associated timelines, task lists and budgets are completed in a timely

manner and on budget as agreed upon with the funding agencies. Quarterly updates to the LCWA Board on all contracts and grants will be reported on the [LCWA Work Plan](#).

- a. The LCWA was awarded several contracts and grants to implement restoration, including: 1. Signal Hill Oil Coastal Commission Development Permit (LCWA08008, Exhibit C); 2. Orange County Public Works Native Plant Contract (LCWA14003, Exhibit D); 3. [Ascon Landfill Tarplant Mitigation Project \(LCWA16006\)](#) 4. [Regional Parks and Open Space District Maintenance and Service Funds for the Zedler Marsh Urban Trails System](#). Administration and management of these contracts and grants will require the consultant to ensure the projects funded by these grants are completed in a timely manner and on budget, in accordance with timelines, task lists and budgets agreed upon with the grantor agencies. The Consultant will assure these contracts and grants are managed and administered efficiently and well organized;
- b. The Consultant will administer LCWA contracts and grants under the oversight of the LCWA Project Manager, who will make final decisions for contract and grants management. Quarterly Reports/Expenditures, Invoices, changes to the Work Program, Schedule and Budget will require review by the LCWA Project Manager. Once all have been reviewed and agreed upon, the appropriate documents will be submitted to the Contracting and Granting Agencies for approval;
- c. The Consultant will retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and make such materials available to the LCWA at all reasonable times during the life of this contract. LCWA or any duly authorized representative of the joint powers authority shall have access to any books, records, and documents of the Consultant's that are pertinent to this contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested;
- d. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule.

4. Project Management and Partner Coordination Services for planning and implementing restoration of the Los Cerritos Wetlands in line with the Los Cerritos Wetlands Conceptual Restoration Plan (2015) and Los Cerritos Wetlands Restoration Plan Draft Program EIR (2020), found at [www.intoloscerritoswetlands.org](http://www.intoloscerritoswetlands.org).
  - a. The Consultant will write or assist in writing grant applications to advance restoration of the LCW. If awarded, Consultant will assist LCWA with grant administration outlined in Task 3. Additional funding for new grants management may be provided with awarded funding;
  - b. The Consultant will provide technical advising for LCWA, work with the project consulting team to complete the project and enforce the terms of the project consultant's professional services agreement so that both parties meet the terms within their respective timelines. The Consultant shall provide site tours/access to consultants and agencies as needed, and attend field meetings or oversee any field data collection pertaining to the project;

- c. The Consultant will coordinate regular conference calls with consultants and/or LCWA staff and agency representatives (steering committee), by providing a platform, managing participants, and generating agendas and call notes; provide briefings to LCWA staff and board members as requested;
- d. The Consultant will manage LCWA's website and mailing list for all interested parties, organizations, and public agencies, and provide regular updates through these channels. The Consultant may act as liaison to the other governmental departments and agencies;
- e. The Consultant will provide project coordination services for the Los Cerritos Wetlands Oil Consolidation and Restoration Project, may represent the LCWA at meetings/calls and brief LCWA staff, provide updates at LCWA board meetings regarding this project, and review technical documents and provide input to LCWA;
- f. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule. Services may include grant administration, project management, or biological studies.

#### **IV. CONSULTANT FEE SCHEDULE:**

The services provided by this contract will be retained at a monthly fee. This fee will include a total of hours per month necessary for the Consultant's Principal Project Manager and staff to complete these services, which includes:

1. Land Management for the LCWA Properties,
2. Program Coordinator services for the Los Cerritos Wetlands Stewardship Program
3. Contracts and Grants Management,
4. Project Management and implementing restoration of the Los Cerritos Wetlands in line with developed plans.

If additional hours are required, the hours will be charged based on the Consultant's fee schedule. The Consultant must submit a fee schedule for all their staff pertinent to this proposal. Fees may be adjusted annually to ensure compliance to State and Federal minimum wage laws and other laws that may impact labor compensation. **This proposal will commence on or around September 24, 2020 through September 30, 2023.**

#### **V. PROPOSALS AND GUIDELINES:**

This RFP is a solicitation for proposals only, and is neither intended, nor to be construed as an offer to enter into an agreement or engage in any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule, or regulation. Thus, the LCWA reserves the unqualified right to reject any or all proposals for any reason. LCWA is responsible only for that which is expressly stated in this RFP.

LCWA is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

LCWA shall not in any way be liable or responsible for any costs incurred in connection with the preparation, submittal, or presentation of any RFP prepared and/or submitted in response to this request. Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of any proposal.

LCWA reserves the right to interpret or change any provisions of this RFP at any time prior to the proposal submittal date. Such interpretations or changes shall be in the form of addenda to this RFP. Such addenda will become part of this RFP and may become part of the resultant contract. Such addenda shall be made available to each person or organization which has received an RFP. Should such addenda require additional information not previously requested, a Proposer's failure to address the requirements of such addenda may result in the LCWA's disregard of the Proposer's submittal. LCWA, at its sole discretion, may determine that a time extension is required for submittal of proposals, in which case an addendum shall indicate the new proposal submittal date.

No changes to the proposals shall be allowed after submittal to LCWA.

Any agreement entered into by the Proposer shall be consistent with applicable federal, state, and local laws. Proposers understand and agree that submittal of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all of the terms, conditions, and criteria contained in this RFP, including attachments thereto, except as otherwise specified in the proposal. Any and all parts of the submitted proposal may become part of any resultant contract between the selected Consultant and the LCWA.

LCWA will select a successful Proposer based on qualifications that represent the best service, regardless of race, creed, color, or gender. The successful Proposer is also referred to as the Consultant in this document.

The project shall be overseen by the LCWA Project Manager or designee assigned by the Executive Officer of the LCWA. The LCWA Project Manager oversees, directs and coordinates project activity and serves as a liaison to other entities.

The Consultant shall take all formal direction from the LCWA Project Manager assigned the responsibility for the project. All activities related to administration of the Consultant's agreement will be managed by the LCWA Project Manager.

All services provided by the Consultant, and all materials, documents, reports, and other information of all types, including computer models developed by the Consultant for the project, and all works based thereon, incorporated therein, or derived there from, shall be the sole and exclusive property of the LCWA.

## **VI. SUBMITTALS OF PROPOSAL:**

The response to this RFP must be made according to the requirements set forth in this Section VI, both for content and for sequence. Submittals should be received **electronically in Adobe Acrobat (.pdf) format and emails must be received by 6:00 pm, August 25, 2020 to:**

Sally Gee, LCWA Project Manager  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)

cc: Dena Williams, Administrative Assistant  
[dwilliams@wca.ca.gov](mailto:dwilliams@wca.ca.gov)

Questions regarding this RFP are welcome and shall be made in writing to Sally Gee, LCWA Project Manager at the email above no later than **4:00pm, August 13, 2020**. Note that the LCWA's responses to question and requests for clarifications will be shared with other potential proposers through e-mail and the LCWA website. It is recommended that potential proposers inform LCWA of their intention or interest in responding to this RFP. Such notification will allow for any supplemental information regarding this solicitation to be provided, including addenda and responses to questions.

### **MANDATORY CONTENTS:**

- Section 1 - Cover Letter
- Section 2 - Table of Contents
- Section 3 - Corporate Documentation and Statement of Qualifications and Experience
- Section 4 - Standard Services, Work Plan, Project Schedule and Budget, Fee Schedule
- Section 5 - Portfolio cut sheets, project references and project team resumes

### **COMPENSATION:**

The Consultant shall be compensated based upon the completion of agreed milestones. LCWA will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. (Mileage and per diem expenses are not reimbursable.)

Invoices shall be submitted consistent with the provisions of the work plan outlined in the contract agreement.

### **SERVICES PROVIDED BY THE LCWA:**

LCWA will provide access to all relevant data in its possession. However, LCWA assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by LCWA.

### **EVALUATION CRITERIA:**

Proposals that are determined to be responsive to the mandatory requirements as indicated and shall be evaluated based on the following criteria:

#### **SUMMARY OF SCORING**

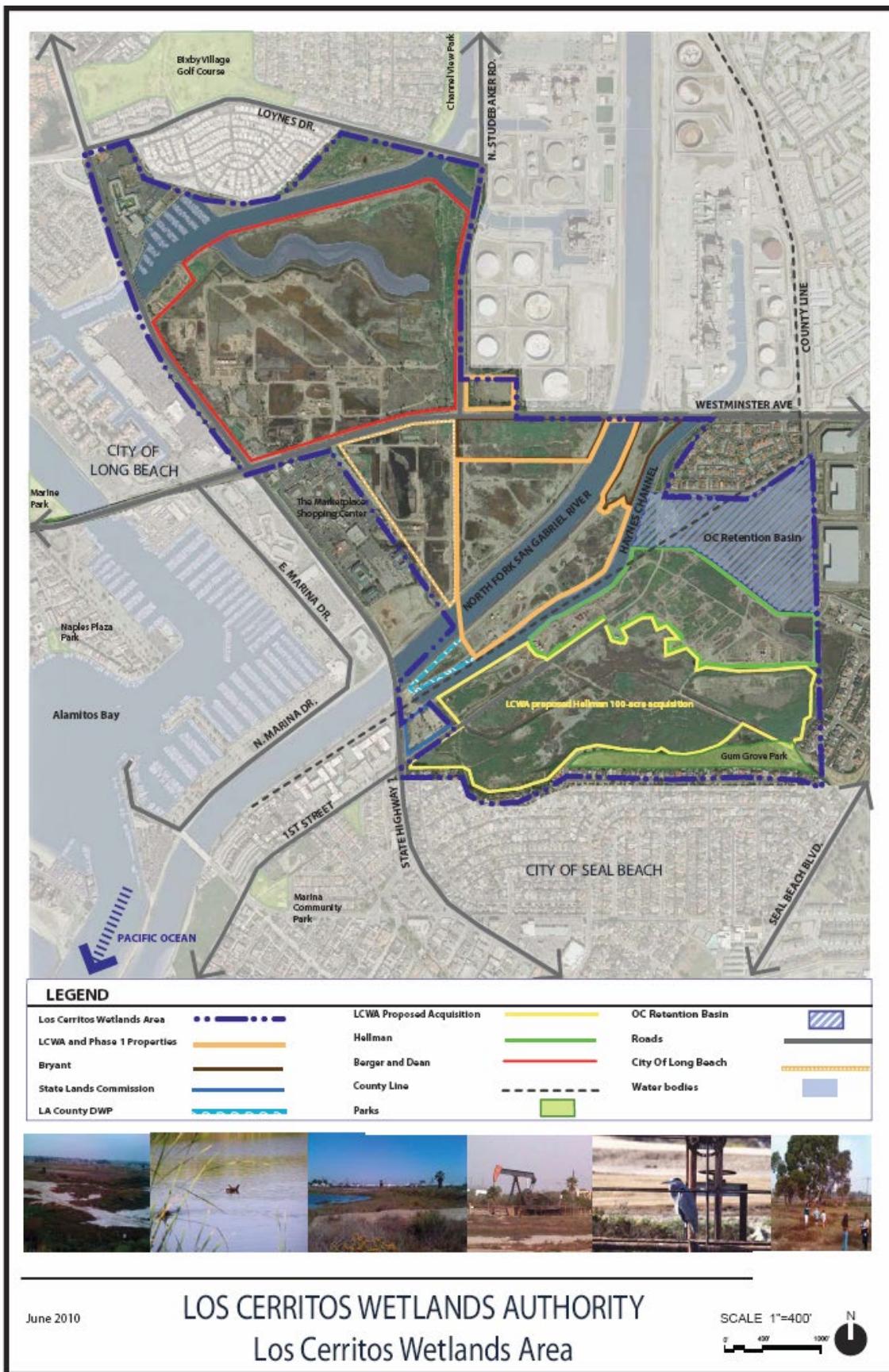
##### **General Quality and Responsiveness of the Overall Proposal:**

- ( 20 pts )** Recognition of overall concepts and objectives
- ( 10 pts )** Responsiveness to RFP requirements

##### **Statement of Qualifications and Experience:**

- ( 15 pts )** Project Manager responsible for the delivery of services
- ( 5 pts )** Qualifications of personnel assigned to the project
- ( 5 pts )** Fee Schedule
- ( 10 pts )** Firm's experience with similar projects
- ( 35 pts )** Work plan for all services for the project

#### **(100 pts) Maximum Total Score**



**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT made and entered into this       day of      20XX and includes a notice to proceed, as attached.

BY AND BETWEEN

Los Cerritos Wetlands Authority (LCWA), a joint power authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC) and Cities of Long Beach and Seal Beach.

AND

**Consultant**, hereinafter referred to as "Consultant,"

LCWA has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide for....

Consultant is a recognized professional with extensive experience and training in this specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"LCWA" means the joint power authority between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy and Cities of Long Beach and Seal Beach

2. Consultant's Services

The scope of work shall be as outlined in Exhibit A, Scope of Work dated\_\_\_\_\_. No work shall commence on this project until a written Notice to Proceed is issued by LCWA.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to LCWA of the services described in Article 2 above, including receipt and acceptance of such work by the Executive Officer of the LCWA (hereinafter called

Executive Officer), LCWA agrees to pay Consultant a maximum not to exceed fee of \_\_\_\_\_ dollars (\$000).

LCWA shall compensate Consultant as follows:

a. Payments for the work accomplished shall be made upon verification and acceptance of such work by the Executive Officer. Invoices shall be accompanied by an analysis of work completed for the invoice period.

b. Supplemental Consultant Services may be required at LCWA's discretion, upon prior written authorization by Executive Officer, and will be based on Consultant's fee schedule on file with Executive Officer.

c. Consultant may select the time and place of performance for these services; provided, however, that access to the LCWA documents, records and the like, if needed by Consultant, shall be available only during the LCWA's normal business hours and provided that milestones for performance, if any, are met.

d. Consultant has requested to receive regular payments. The LCWA shall pay Consultant within thirty (60) days following receipt from the Consultant and approval by the LCWA of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that the LCWA is a joint powers authority.

e. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

f. The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

g. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause LCWA to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

h. Consultant will not be required to perform services which will exceed the contract amount, approved workplan and budget, and contract dates without amendment to this Agreement.

i. Consultant will not be paid for any expenditure beyond the contract amount stipulated without amendment to this Agreement.

4. Materials, Equipment and Supplies

a. Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services and as agreed per the attached approved grant agreements.

b. Consultant shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations hereunder

5. LCWA's Responsibility

LCWA will make available any items specified in the Request for Proposals.

6. LCWA's Representative

Executive Officer, or authorized representative, shall represent LCWA in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Coordination and Organization

a. Consultant shall coordinate performance hereunder with the LCWA's representative, if any, named in Exhibit "B", attached hereto and incorporated herein by this reference. Consultant shall advise and inform the LCWA's representative of the work in progress on the Project in sufficient detail so as to assist the LCWA's representative in making presentations and in holding meetings for the exchange of information. The LCWA shall furnish to Consultant information or materials, if any, described in Exhibit "C" attached to this Agreement and incorporated herein by this reference.

b. The parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the reputation and skill of Consultant's key employee, \_\_\_\_\_. The LCWA shall have the right to approve any person proposed by Consultant to replace that key employee.

8. Independent Contractor

a. In performing its services, hereunder, Consultant is and shall act as an independent contractor and not an employee, representative or agent of the LCWA. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement.

b. This Agreement is by and between LCWA and Consultant and is not intended, and shall not be construed, to create the relationship of agent, employee, partnership, joint venture, or association, as between LCWA and Consultant.

c. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

d. Consultant acknowledges and agrees that (a) the LCWA will not withhold taxes of any kind from Consultant's compensation; (b) the LCWA will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf; and (c) the LCWA will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of the LCWA employees. Consultant expressly warrants that neither Consultant nor any of Consultant's employees or agents shall represent themselves to be employees or agents of the LCWA.

#### 9. Ownership of Data

All materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memorandum ("Data") shall be the exclusive property of the LCWA. Data shall be given to the LCWA and the LCWA shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to the Consultant. Copies of Data may be retained by Consultant but Consultant warrants that all Data shall not be made available to any person or entity for use without the prior approval of the LCWA. Said warranty shall survive termination of this Agreement for five (5) years.

#### 10. Termination

a. The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the LCWA. The LCWA may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving fifteen (15) calendar days written notice of such termination to Consultant.

b. The consultant shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, the LCWA shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 3 (d) with regard to invoices shall apply. On the

effective date of termination, Consultant shall deliver to the LCWA all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Consultant acknowledges and agrees that the LCWA's obligation to make final payment is conditioned on Consultant's delivery of the Data to the LCWA.

c. LCWA may also, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any LCWA Executive Officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultants' performance pursuant to the Agreement. In the event of such termination, LCWA shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

#### 11. Confidentiality

Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Consultant's performance hereunder for the same period of time. Consultant shall not disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

#### 12. Breach of Confidentiality

Consultant shall not be liable for a breach of confidentiality with respect to Data that: (a) Consultant demonstrates Consultant knew prior to the time the LCWA disclosed it; or (b) Is or becomes publicly available without breach of this Agreement by Consultant; or (c) a third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

#### 13. Assignment and Subcontracting

a. This Agreement shall not be assigned without the prior written consent of LCWA. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

b. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to the LCWA for entering this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of the LCWA, except that Consultant may with the prior approval of the LCWA Executive Officer, assign any moneys due or to become due Consultant under this Agreement. Any attempted

assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Consultant shall not subcontract any portion of its performance without the prior approval of the LCWA Executive Officer or designee, or substitute an approved sub-consultant or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

14. Conflict of Interest

a. Consultant, by executing this Agreement, certifies that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of the LCWA and the interests of that other client. And, Consultant shall obtain similar certifications from Consultant's employees, sub-consultants and contractors.

b. No LCWA employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

15. Gratuities

a. It is improper for any LCWA Executive Officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that Consultant's provision of the consideration may secure more favorable treatment for Consultant in the award of the contract or that Consultants' failure to provide such consideration may negatively affect LCWA's consideration of Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a LCWA Executive Officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

b. Consultant shall immediately report any attempt by a LCWA Executive Officer, employee, or agent to solicit such improper consideration. The report shall be made to Executive Officer. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

16. Additional Costs and Redesign

Any costs incurred by the LCWA due to Consultant's failure to meet the standards required by the scope of work or Consultant's failure to perform fully the tasks described in the scope of work which, in either case, causes the LCWA to request that Consultant perform again all or part of the Scope of Work shall be at the sole cost of Consultant and the LCWA shall not pay any additional compensation to Consultant for its re- performance.

16. Law

This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities.

17. Entire Agreement

This Agreement, including all Exhibits and Attachments constitute the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

18. Indemnification

For damages, claims, liabilities, costs, suits, or expenses arising from Consultant's lawful activities on behalf of the LCWA under this Agreement, LCWA agrees to indemnify and hold harmless Consultant against any and all damages, claims, liabilities, costs, suits, or expenses for which LCWA would be liable if Consultant were an employee.

Consultant agrees to indemnify, defend, and save harmless LCWA, RMC, and the Cities of Long Beach and Seal Beach, agents, and employees from and against any and all liability, expense, including reasonable defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from, or connected with, Consultant's negligent, willful, or unlawful actions, operations, or services hereunder including any Workers' Compensation suits, liability, or expense arising from, or connected with, services pursuant to this Agreement.

19. Liability and Insurance

a. As a condition precedent to the effectiveness of this Agreement, Consultant shall procure and maintain, at Consultant's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance: (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors' liability, and products and completed operations liability. This policy shall be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall

be endorsed to state that the insurer waives its right of subrogation against the LCWA, its boards and their officials, employees and agents. (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim. (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

b. Consultant has selected Indemnification and Insurance Provisions as outlined in Exhibit D.

c. This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

20. Ambiguity

In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

21. Costs

If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

22. Nondiscrimination

a. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. Consultant specifically recognizes and agrees that if LCWA finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which LCWA may determine to cancel, terminate, or suspend the contract. While LCWA reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated state or federal anti-discrimination laws shall constitute a finding by LCWA that Consultant has violated the anti-discrimination provisions of the contract.

c. At its option, and in lieu of canceling, terminating, or suspending the contract, LCWA may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars (\$200) for each violation found and determined. LCWA and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

23. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless LCWA, its agents, Executive Officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which LCWA may be found jointly or solely liable.

24. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employee's for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless LCWA, its Executive Officers and employees from employer sanctions and any other liability which may be assessed against Consultant or LCWA in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. LCWA's Quality Assurance Plan

LCWA, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultants' compliance with all contract terms and performance standards. Consultant deficiencies which LCWA determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the LCWA Board. The report will include improvement/corrective action measures taken by LCWA and Consultant. If improvement does not occur consistent with the

corrective action measures, LCWA may terminate this Agreement or impose other penalties as specified in this Agreement.

27. Reduction of Solid Waste

Consistent with the LCWA's policy to reduce the amount of solid waste deposited in landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

28. Copyright and Patent Rights

a. Consultant shall place the following copyright protection on all Data: © LCWA \_\_\_, inserting the appropriate year.

b. The LCWA reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement. By executing this Agreement, Consultant assigns any ownership interest Consultant may have in the Data to the LCWA.

c. Consultant warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold the LCWA, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorney's fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty.

29. Covenant Against Contingent Fees

Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, the LCWA shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of the fee, commission or other monies.

30. Waiver

The acceptance of any services or the payment of any money by the LCWA shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

31. Tax Reporting

As required by federal and state law, the LCWA is obligated to and will report the payment of compensation to Consultant on Form 1099- Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant shall submit Consultant's Employer Identification Number (EIN), or Consultant's Social Security Number if Consultant does not have an EIN, in writing to the LCWA. Consultant acknowledges and agrees the LCWA has no obligation to pay Consultant until Consultant provides one of these numbers.

32. Advertising

Consultant shall not use the name of the LCWA, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the LCWA Executive Officer or designee.

33. Audit

The LCWA shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Consultant relating to this Agreement.

34. Covenant Against Contingent Fees

This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

35. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the LCWA's policy to conduct business only with responsible Consultants.

b. The Consultant is hereby notified that if the LCWA acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the LCWA may, in addition to other remedies provided in the contract, debar the Consultant from bidding on LCWA contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the LCWA.

c. The LCWA may debar a Consultant if the Board finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the LCWA; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the LCWA or

any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the LCWA or any other public entity. or 5) failure to disclose any acts or omissions listed above to the LCWA.

d. These terms shall also apply to subconsultants of the LCWA Consultant.

**36. No Payment for Services Provided Following Expiration and/or Termination of Agreement**

Consultant shall have no claim against LCWA for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify LCWA and shall immediately repay all such funds to LCWA. Payment by LCWA for services rendered after expiration/termination of this Agreement shall not constitute a waiver of LCWA's right to recover such payment from CONSULTANT. This provision shall survive the expiration or other termination of this Agreement.

**37. Notices**

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.

**LCWA**

Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
(626) 815-1019

**CONSULTANT**

Contact  
Address  
Phone/email  
website

38. Entire Agreement

This contract constitutes the entire Agreement between LCWA and Consultant and may be modified only by further written Agreement between the parties hereto.

LCWA

By \_\_\_\_\_  
Belinda V. Faustinos  
Executive Officer

Consultant

By \_\_\_\_\_  
Principal

## **EXHIBITS AND ATTACHMENTS**

Exhibit A: Scope of Work

Exhibit B: LCWA's Representative

Exhibit C: Materials to be provided by the LCWA to the Consultant

Exhibit D: Consultant's Insurance

Attachment A: Consultant's Fee Schedule

Attachment B: Timeline, Tasklist and Deliverables

Attachment C: Consultant's Standard Contract

Attachment D: Consultant's Qualifications and Resumes

**Los Cerritos Wetlands Authority**

**Date:** **May 11, 2011**

**To:** **Governing Board Members**

**From:** **Joan Cardellino, Interim Executive Officer**

**Subject:** **Agenda Item 8: Consideration of resolution authorizing a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit for Vegetation Removal and related budget amendments (LCWA08008).**

**RECOMMENDATION:** Adoption of a resolution authorizing a Memorandum of Agreement (MOA) with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for wetlands vegetation maintenance on LCWA property, and amend the LCWA budget(LCWA08008).

**BACKGROUND:** Signal Hill Petroleum, Inc. is proposing maintenance activities at its Bryant Lease Oil Facility; located within the LCWA Phase 1 Properties (see Figure 1). These activities include (1) removing vegetation, debris and soil from the stormwater collection and retention system, (2) controlling vegetation surrounding all oil pumps, electrical poles, and pipelines, and (3) removing vegetation surrounding all oil production facilities and buildings. Maintenance of the stormwater system would be carried out twice a year using a backhoe to remove accumulated vegetation, debris and soil that have collected in the stormwater trench and retention basins with the purpose of maintaining sufficient stormwater capacity. These activities are mandated by the U.S. Environmental Protection Agency as part of Signal Hill's Spill Prevention Control and Countermeasure Plan. Vegetation control around oil pumps, electrical poles, and pipelines would be conducted twice a year, using hand tools to trim the vegetation to ground level to ensure adequate access for maintenance. The removal of vegetation surrounding the oil production facilities and buildings is necessary for safety and maintenance access purposes and would also occur twice a year.

On November 17, 2010, the Commission approved Coastal Development Permit E-10-011, subject to Special Condition 1 that requires Signal Hill to provide an annual payment of \$10,000 to LCWA to offset the impacts from this vegetation maintenance project on wetland vegetation at the LCWA Phase 1 Properties, in accordance with the attached Memorandum of Agreement. The annual payment is to be used by the LCWA to fund activities in the Los Cerritos Wetlands that will create or enhance wetland vegetation, including, but not limited to, new vegetation plantings and removal of invasive species.

**FISCAL:** This MOA with the California Coastal Commission will provide an annual payment of \$10,000 to the LCWA to offset the impacts from Signal Hill Petroleum, Inc. for wetlands vegetation maintenance on LCWA property.

**Memorandum of Agreement Between the  
California Coastal Commission  
and  
Los Cerritos Wetland Authority**

This Memorandum of Agreement (“MOA”) is entered into by and between the California Coastal Commission (“Commission”), a public agency, created and existing under the authority of section 30300 of the California Public Resources Code, and the Los Cerritos Wetland Authority (“LCWA”). The Commission and the LCWA are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the Commission is a state coastal management and regulatory agency with authority over the development and use of the California coast and coastal waters;

**WHEREAS**, the LCWA is a joint powers authority established between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, State Coastal Conservancy, City of Long Beach and City of Seal Beach, with the purpose of providing for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation.

**WHEREAS**, Signal Hill Petroleum, Inc. (“Signal Hill”) applied for a coastal development permit, pursuant to the California Coastal Act (“Coastal Act”),<sup>1</sup> to remove wetland and non-wetland vegetation from a storm water collection and retention system, and in areas surrounding oil production facilities and buildings, oil pumps, electrical poles and pipelines at Bryant Lease Oil Field.

**WHEREAS**, this vegetation maintenance project will result in unavoidable impacts to wetlands.

**WHEREAS**, on November 17, 2010, the Commission approved Coastal Development Permit (“CDP”) E-10-011, subject to Special Condition 1 that requires Signal Hill to provide an annual payment of \$10,000 to LCWA to offset the impacts from this vegetation maintenance project on wetland vegetation at the Bryant lease property, in accordance with the terms of this MOA;

**WHEREAS**, the \$10,000 annual payment is to be used by LCWA to fund activities in the Los Cerritos Wetlands that will create or enhance wetland vegetation, including, but not limited to, new vegetation plantings and removal of invasive species.

**WHEREAS**, the LCWA wishes to receive the payment required by Special Condition 1 (“the Funds”) and to use it to create or enhance wetland vegetation in the Los Cerritos Wetlands (“Project”).

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<sup>1</sup> Cal. Pub. Resources Code §§ 30,000 et seq. In this document, all further references to Code Sections in the 30,000s are references to California Public Resources Code sections within the Coastal Act.

**WHEREAS**, the LCWA will obtain all necessary regulatory permits and approvals for projects funded by payments from Signal Hill, in accordance with the terms of this MOA.

**WHEREAS**, the Commission has concluded that LCWA will be an appropriate recipient to receive the Funds and will accept the Funds for the purposes described herein;

**NOW, THEREFORE**, for consideration of the mutual covenants and representations herein, it is mutually agreed by and between the undersigned Parties as follows:

## **AGREEMENT**

### **1.0 TRANSFER OF FUNDS**

As required by Special Condition 1, the required annual payments shall be deposited into an interest-bearing account, to be established and managed by the LCWA. The payments will be deposited into this account annually before the end of each calendar year until such time as Signal Hill is required to relocate its facilities, per the Grant of Easement between Signal Hill and the LCWA.

### **2.0 PROJECT IMPLEMENTATION**

The LCWA shall use all Funds transferred to it, including any accrued interest, to create or enhance wetland vegetation in the Loc Cerritos wetlands. Funds transferred to the LCWA pursuant to this MOA may only be utilized to pay fees, costs and expenses associated with the Project.

Within 45 days of the date on which the Funds have been transferred to it each year, LCWA shall submit a spending plan for review and approval by the Commission's Executive Director. The spending plan shall include at a minimum a description of the Project, timeline for implementation and estimated costs.

LCWA will be responsible for obtaining all necessary permits, including a coastal development permit (if required) and shall carry out and complete the portion of the Project approved in the annual spending plan.

Within 45 days of completing the Project, LCWA shall submit a final report to the Commission's Executive Director describing the wetland creation or enhancement, and a list of all disbursements. The LCWA shall make all accounting records available for examination by the Commission's Executive Director upon request.

### **3.0 ACCOUNTABILITY**

#### **3.1 Administrative Costs**

The LCWA shall use the Funds exclusively to finance the Project described herein. Administrative costs in implementing this MOA, computed in accordance with applicable State Administrative Manual sections, shall not exceed five (5%) of the total Funds.

### **3.2 GAAP**

The LCWA shall maintain Generally-Accepted Accounting Principles (GAAP), financial management, and accounting system and procedures that provide for (1) accurate, current and complete disclosure of all financial activity for the Project; (2) effective control over, and accountability for all funds, property and other assets, related to the Project; (3) comparison of actual outlays with budgeted amounts; and (4) accounting records supported by source determination.

### **3.3 Records Retention**

The LCWA shall retain all pertinent books, documents and papers, including, but not limited to, financial transactions and supporting documents, for the entire period during which the Funds are being used by the LCWA under this MOA and for a period of three (3) years thereafter for potential examination by the Auditor General.

## **4.0 MISCELLANEOUS PROVISIONS**

### **4.1 Good Faith**

The Parties agree in good faith to work to fulfill the objectives of this MOA. The Commission's Executive Director may grant an extension of any time deadline under this MOA for good cause, where there is reasonable justification or excuse for the delay.

### **4.2 Amendment**

Neither this MOA nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.

### **4.3 Entire Agreement**

This MOA constitutes the entire understanding among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

### **4.4 Severability**

If a court of competent jurisdiction determines that a provision included in this MOA is legally invalid, illegal or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOA and the balance of this MOA shall be reasonably interpreted to achieve the intent of the Parties.

The Parties further agree to replace such void or unenforceable provision of this MOA with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

#### **4.5 Counterparts**

This MOA and any amendment thereto may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

#### **4.6 Successors**

This MOU shall be binding upon and shall inure to the benefit of the successors of the Parties.

#### **4.6 Assignment**

Neither of the Parties may assign any rights granted by this MOA without prior written approval of the other Party, which approval may be granted or withheld in any Party's reasonable discretion.

#### **4.7 Effective Date and Term**

This MOA shall become effective upon the last date of any Party to execute this MOA and shall be in effect from that date unless it is terminated or extended through an amendment, as provided in Section 4.2, above.

#### **4.8 Termination**

Either Party to this MOA may for good cause terminate this MOA by providing written notification 30 days prior to termination. In the event of termination, any and all remaining Funds already received by the LCWA shall be transferred by the LCWA to a Commission-approved alternate entity within 60 days of termination. Any and all Funds owed by Signal Hill that have not yet been disbursed shall be deposited in an interest-bearing account established and managed by a Commission-approved alternate entity prior to the end of the calendar year in which Signal Hill is obligated to provide such Funds. Good cause shall include, but is not limited to, a determination by the Executive Director that the LCWA is not proceeding reasonably and expeditiously to complete any component of the Project. In the event that the MOA is terminated, the LCWA agrees to take all reasonable measures to prevent further use of the Funds.

#### **4.9 Governing Law**

This MOA shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

## 5.0 NOTICES

### 5.1 Receipt of Notices

Any demand upon or notice required or permitted to be given by one Party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, addressed to the Parties in Section 5.2.

Notice of a change of address or designated contact person shall be given by written notice in the manner set forth in this section within ten (10) business days of the change.

### 5.2 Designated Contact Persons

#### **Ms. Alison Dettmer, Deputy Director**

Energy, Ocean Resources and Federal Consistency Division  
California Coastal Commission  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105  
Telephone: (415) 904-5205  
Facsimile: (415) 904-5400  
Email: [adettmer@coastal.ca.gov](mailto:adettmer@coastal.ca.gov)

Interim Executive Officer  
Los Cerritos Wetlands Authority  
100 N. Old San Gabriel Canyon Road  
Azusa, CA 91702  
Telephone: (626) 815-1019  
Facsimile: (626) 815-1269

Any change in the Notification Contact shall be communicated to all Parties within ten (10) business days of the change.

## SIGNATURES

**IN WITNESS WHEREOF**, the Parties through the signatures below of their authorized representatives agree to be bound by the terms of this Agreement.

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

Los Cerritos Wetlands Authority  
Title: Executive Director

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

California Coastal Commission  
Peter Douglas  
Executive Director

**Figure 1**  
**Signal Hill Petroleum, Inc. proposed maintenance activities, located within the LCWA Phase 1 properties**

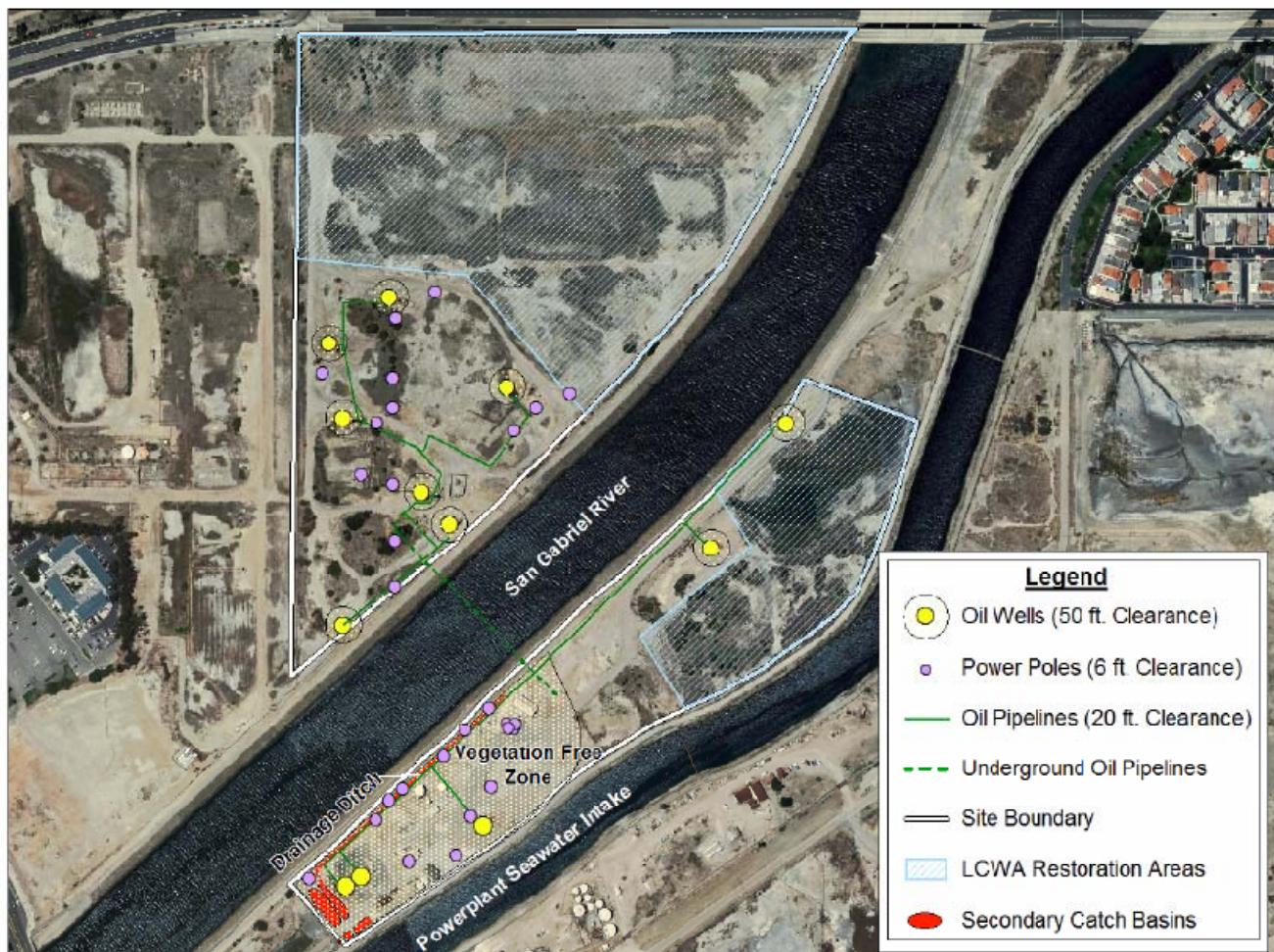


Figure taken from Signal Hill Petroleum Bryant Lease Vegetation Maintenance Project, California Coastal Commission CDP Application Package, September 1, 2010.

May 11, 2011 Agenda Item 8

## RESOLUTION 2011-02

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE CALIFORNIA COASTAL  
COMMISSION FOR SIGNAL HILL PETROLEUM, INC. COASTAL DEVELOPMENT PERMIT E-  
10-011 FOR VEGETATION REMOVAL AND RELATED BUDGET AMENDMENTS  
(LCWA08008)

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the joint powers agreement authorizes a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for vegetation removal; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

WHEREAS, the LCWA has acquired certain properties which will require active stewardship; and

WHEREAS, the LCWA had adopted a Los Cerritos Wetlands Stewardship Program; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

*Therefore be it resolved*, that the LCWA hereby:

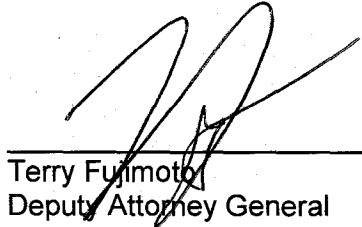
1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS staff report dated May 11, 2011.
4. AUTHORIZES the Interim Executive Officer to enter into a Memorandum of Agreement with the California Coastal Commission for Signal Hill Petroleum, Inc. Coastal Development Permit E-10-011 for vegetation removal, receive an annual payment of \$10,000 from Signal Hill Petroleum, Inc and related budget amendments (LCWA08008).

*~ End of Resolution ~*

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY on May 11, 2011.

  
Gary De Long, Chair

ATTEST:

  
Terry Fujimoto  
Deputy Attorney General

**CONTRACT MA-080-19011834**

**FOR**

**WETLAND RESTORATION SERVICES AND SUPPLIES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**Los Cerritos Wetland Authority**



**CONTRACT MA-080-19011834  
WITH  
LOS CERRITOS WETLAND AUTHORITY  
FOR  
WETLAND RESTORATION SERVICES AND SUPPLIES**

THIS CONTRACT MA-080-19011834 for Wetland Restoration Services and Supplies (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the Orange County Flood Control District, a body corporate and politic (hereinafter referred to as "District") and Los Cerritos Wetland Authority, with a place of business at 100 N. Old San Gabriel Canyon Rd., Azusa, CA 91702 (hereinafter referred to as "Contractor"), with District and Contractor sometimes referred to as "Party" or collectively as "Parties".

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services

Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and District are entering into this Contract for Wetland Restoration Services and Supplies under a usage Contract; and,

WHEREAS, District solicited Contract for Wetland Restoration Services and Supplies as set forth herein, and Contractor represented that it is qualified to provide Wetland Restoration Services and Supplies to the District as further set forth here; and,

WHEREAS, Contractor agrees to provide Wetland Restoration Services and Supplies to the District as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, District agrees to pay Contractor based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and,

WHEREAS, the District Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Wetland Restoration Services and Supplies with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES**

**General Terms and Conditions:**

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. SCOPE OF WORK:** Contractor shall provide all labor, materials, tools, and equipment required to provide Wetland Restoration Services and Supplies.

**I. DESCRIPTION OF SERVICES:**

Contractor shall provide services that are comprehensive and likely to occur simultaneously. They include but are not limited to the following:

**A. Task 1: Agency Coordination/Communication:**

1. Contractor communication with agency staff to allow for regular site updates and coordination of any unanticipated issues to the site

**B. Task 2: Annual Management and Maintenance:**

1. A restoration ecologist will oversee the site to ensure proper adaptive management actions are taken to properly maintain the site in accordance with all special conditions set forth
2. Regular non-native plant control will ensure non-native plant populations are contained and reduced in order to prevent adverse effects to the site
3. Plant care, seed collection, and seed dispersal will encourage the growth and diversity of native plant species populations on the site and allow the site to better adapt should site conditions change
4. Plant replacement will be done as necessary with plants grown from local Los Cerritos Wetlands stock in our native plant nursery located adjacent to the restoration site

**C. Task 3: Monitoring and Reporting:**

1. Bi-annual photo monitoring will document the site to properly report to involved agencies
2. Bi-annual site monitoring and data analysis provides data to inform the adaptive management plan
3. Annual project reporting will provide an in-depth analysis of the site to District staff and involved agencies

**D. Task 4: Project Management:**

1. Los Cerritos Wetlands Authority Project management will allow for regular coordination with District staff and ensure consistency with the Los Cerritos Wetlands Authority's comprehensive restoration planning

**ATTACHMENT B**  
**CONTRACTOR'S PRICING**

1. **Compensation:** This is a usage Contract between the District and Contractor for Wetland Restoration Services and Supplies as set forth in Attachment A, "Scope of Work.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The District shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the District Contract Terms and Conditions, which may require approval by the District Board of Supervisors.**

2. **Fees and Charges:** District will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

**A. Wetland Restoration Services and Supplies List:**

Task	SubTask	Hours	Rate	Cost	Project Equipment Materials	Cost	Totals
<b>Agency Coordination &amp; Communication</b>	Coordination & Communication	24	\$75.00	\$1,800.00			
				Subtotal	\$1,800.00	Subtotal	\$0.00
<b>Annual Management &amp; Maintenance</b>	Restoration Ecologist Oversight	48	\$75.00	\$3,600.00			
	Non-native Plant Control/Weeding	240	\$35.00	\$8,400.00			
	Plant Care and Seed Collection/Dispersal	20	\$50.00	\$1,000.00			
	Repairs	20	\$50.00	\$1,000.00	Fencing, Signage, Irrigation repair materials	\$500.00	
				Subtotal	\$14,000.00	Subtotal	\$500.00
<b>Monitoring &amp; Reporting</b>	Bi-annual Photo Monitoring	8	\$50.00	\$400.00			
	Bi-annual Site Monitoring & Data Analysis	36	\$50.00	\$1,800.00			
	Annual project report	16	\$75.00	\$1,200.00			
				Subtotal	\$3,400.00	Subtotal	\$0.00
							\$3,400.00
<b>Project Management</b>	LCWA Project Manager	12	\$80.00	\$960.00			
				Subtotal	\$960.00		\$960.00
<b>Totals</b>				Total	\$20,160.00	Total	\$500.00
							\$20,660.00

**B. Total Contract Amount:** **\$ 50,000.00**



## LOS CERRITOS WETLANDS AUTHORITY

### Request for Proposals - Addendum

#### Services for Land Management, Contract and Grant Management, and Coordination and Implementation of the Los Cerritos Wetlands Stewardship Program and Restoration Plans

Los Cerritos Wetlands Authority  
100 North Old San Gabriel Canyon Road  
Azusa, CA 91702  
[intoloscerritoswetlands.org](http://intoloscerritoswetlands.org)

Contact: Sally Gee, 626-815- 1019 ext 104  
[sgee@rmc.ca.gov](mailto:sgee@rmc.ca.gov)

The Los Cerritos Wetlands Authority (LCWA) is requesting proposals from qualified firms to provide consultant services for the following:

1. Land Management for the LCWA Properties,
2. Program Coordinator services for the Los Cerritos Wetlands Stewardship Program (hereinafter: Stewardship Program),
3. Contracts and Grants Management, and
4. Project Management and implementing restoration of the Los Cerritos Wetlands in line with developed restoration plans.

The services above are to be provided within the Los Cerritos Wetlands Complex located in the Cities of Seal Beach and Long Beach. The objective of this solicitation is to select a firm that will work in partnership with the LCWA staff for oversight of the Los Cerritos Wetlands. Proposals must be submitted by **August 25, 2020**.

Questions regarding this RFP are welcome and shall be made in writing to Sally Gee, LCWA Project Manager at the email above no later than 4:00pm, **August 19, 2020**.

**LCWA LAND MANAGEMENT, GRANT MANAGEMENT, AND IMPLEMENTATION OF STEWARDSHIP  
PROGRAM AND RESTORATION PROGRAM CONSULTANT SERVICES**

Firm: Tidal Influence		Evaluator: Compiled					
		ITEM	MAX. ITEM SCORE	AVG ITEM SCORE	ITEM	ITEM	ITEM
					Reviewer 1	Reviewer 2	Reviewer 3
<b>Quality and Responsiveness of Proposal</b>							
1	Recognition of overall concepts and objectives of Scope of Services		20	20	20	20	20
2	Responsiveness to requirements (Did the Proposal contain all the sections asked for in the RFP)		10	10	10	10	10
		Subtotal	30	30	30	30	30
<b>Statement of Qualifications/Experience</b>							
3	Project Manager/ Senior individual responsible for delivery of services		15	15	15	15	15
4	Qualifications of personnel assigned to the project		5	3.3333	4	3	3
5	Fee Schedule		5	4.6667	5	5	4
6	Firm's experience with similar projects		10	10	10	10	10
7	Work plan for all services for the project		35	31.667	33	32	30
		Subtotal	70	64.667	67	65	62
		TOTAL SCORE	100	94.667	97	95	92

**NOTES**

Tidal Influence team is led by a well-qualified Principal. Although the staff is young, the staff comes with years of experience conducting projects and programming in the LCW. All elements of the RFP were responded to by the proposer.

September 24, 2020 - Item 7

RESOLUTION 2020-03

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA)  
AWARDING A CONTRACT TO TIDAL INFLUENCE  
FOR SERVICES RELATED TO LAND MANAGEMENT, CONTRACT AND GRANT  
MANAGEMENT, AND COORDINATION AND IMPLEMENTATION OF THE LOS CERRITOS  
WETLANDS STEWARDSHIP PROGRAM AND RESTORATION PLANS

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, this action will authorize a contract to Tidal Influence for services related to land management, contract and grant management, and coordination and implementation of the Los Cerritos Wetlands stewardship program and restoration plans; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

*Therefore be it resolved*, that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated September 24, 2020.
4. AWARDS a contract to Tidal Influence for services related to land management, contract and grant management, and coordination and implementation of the Los Cerritos Wetlands stewardship program and restoration plans; commencing October 1, 2020 and terminating on September 30, 2023, with two options for 1 year extensions of the contract to be negotiated prior to the termination date.

*~ End of Resolution ~*

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY on September 24, 2020.

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Sam Schuchat,  
LCWA Board Chair

ATTEST:

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David Edsall, Jr.  
Deputy Attorney General

**Los Cerritos Wetlands Authority**

**Date:** **September 24, 2020**

**To:** **Governing Board Members**

**From:** **Salian Garcia, Fiscal Manager**

**Subject:** **Item 8: Receive and file the FY 18/19 LCWA Financial Compliance Audit and related findings.**

---

**RECOMMENDATION:** That the Los Cerritos Wetlands Authority Government Board receive and file the Fiscal Year 2018/2019 LCWA Financial Compliance and related findings as submitted and detailed in the attached Exhibit A.

**BACKGROUND:** Attached are the results of the FY 18/19 WCA Financial Compliance Audit, including the Management Report and Auditor's Communication Letter (Exhibit A) and the Annual Financial Report (Exhibit B).

**SUMMARY/FINANCIAL HIGHLIGHTS:**

- Fedak & Brown LLP conducted the audit with the cooperation of the City of Long Beach and LCWA staff.
- During the FY 2018/2019, the Authority's net position decreased by 0.76% or \$85,654 to \$11,289,593 million. The decrease in net position is primarily related to the Authority's operations.
- Total revenues increased by 4.57% or \$27,625 to \$632,526 primarily due to an increase in program and grants, especially state revenue. Total expenses increased 23.58% or \$137,028 to \$718,180 primarily due to an increase in consulting and grant management expenditures from the prior year.
- Capital assets amount to \$11,000,000 with no change from the previous fiscal year.
- The Authority continues to have no long-term debt.
- No material weaknesses or deficiencies in internal control were found or identified.
- No findings noted in the current fiscal year.

**FISCAL INFORMATION:** Receive and file of the Fiscal Year 2018/2019 audit has no financial impact.

**Los Cerritos Wetlands Authority**

**Management Report**

**September 30, 2019**



**Fedak & Brown LLP**

Certified Public Accountants

**Los Cerritos Wetlands Authority**

**Management Report**

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

# Fedak & Brown LLP

Certified Public Accountants

## Item 8: FY 19/20 Audit

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

## **CONFIDENTIAL**

Board of Directors  
Los Cerritos Wetlands Authority  
Long Beach, California

### **Dear Members of the Board:**

In planning and performing our audit of the financial statements of Los Cerritos Wetlands Authority (Authority) as of and for the year ended September 30, 2019, in accordance with auditing standards generally accepted in the United States of America, we considered internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control was for the limited period described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weakness. Given these limitations during our audit we did not identify any deficiencies in internal control to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Summary of Current Year Comments and Recommendations**

Our comments, all of which have been discussed with the appropriate members of management, are summarized as follows:

#### ***Disclosure of Audit Adjustments and Reclassifications***

As your external auditor, we assume that the books and records of the Authority are properly adjusted before the audit begins. In many cases, however, audit adjustments and reclassifications are made in the normal course of the audit process to present the Authority's financial statements in conformity with accounting principles generally accepted in the United States of America or for comparison purposes with the prior year. For the Board of Directors to gain a full and complete understanding and appreciation of the scope and extent of the audit process we have presented these audit adjustments and reclassifications as an attachment to this letter. There can be very reasonable explanations for situations of having numerous adjustments as well as having no adjustments at all. However, the issue is simply disclosure of the adjustments and reclassifications that were made and to provide the Board of Directors with a better understanding of the scope of the audit.

### **Summary of Current Year Comments and Recommendations, continued**

#### ***Management's Response***

We have reviewed and approved all of the audit adjustment and reclassification entries provided by the auditor and have entered those entries into the Authority's accounting system to close-out the Authority's year-end trial balance at September 30, 2019.

#### **Status of Comments and Recommendations Made in the Previous Year**

#### ***Disclosure of Audit Adjustments and Reclassifications***

As your external auditor, we assume that the books and records of the Authority are properly adjusted before the audit begins. In many cases, however, audit adjustments and reclassifications are made in the normal course of the audit process to present the Authority's financial statements in conformity with accounting principles generally accepted in the United States of America or for comparison purposes with the prior year. For the Board of Directors to gain a full and complete understanding and appreciation of the scope and extent of the audit process we have presented these audit adjustments and reclassifications as an attachment to this letter. There can be very reasonable explanations for situations of having numerous adjustments as well as having no adjustments at all. However, the issue is simply disclosure of the adjustments and reclassifications that were made and to provide the Board of Directors with a better understanding of the scope of the audit.

#### ***Management's Response***

We have reviewed and approved all of the audit adjustment and reclassification entries provided by the auditor and have entered those entries into the Authority's accounting system to close-out the Authority's year-end trial balance at September 30, 2018.

\* \* \* \* \*

This communication is intended solely for the information and use of management and the Board of Directors of the Authority. Though restricted in use, letters issued in connection with an audit of a governmental unit may be a matter of public record.

We appreciate the courtesy and cooperation extended to us during our examination. We would be pleased to discuss the contents of this letter with you at your convenience. Please do not hesitate to contact us.

*Fedak & Brown LLP*

**Fedak & Brown LLP**

Cypress, California

March 10, 2020

## **APPENDIX**

**Los Cerritos Wetlands Authority**

**Audit/Finance Committee Letter**

**September 30, 2019**



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

# Fedak & Brown LLP

Certified Public Accountants

## Item 8: FY 19/20 Audit

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Cypress, California 90630  
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FAX (714) 527-9154

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

Board of Directors  
Los Cerritos Wetlands Authority  
Long Beach, California

We have audited the financial statements of the business-type activities, of the Los Cerritos Wetlands Authority (Authority) for the year ended September 30, 2019. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated October 31, 2019. Professional standards also require that we communicate to you the following information related to our audit.

### **Significant Audit Matters**

#### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Authority are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2019. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the Authority's financial statements is:

Management's estimate of the fair value of cash and cash equivalents is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of cash and cash equivalents in determining that it is reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosure affecting the financial statements is:

The disclosure of fair value of cash and cash equivalents in Note 2 to the basic financial statements represents amounts susceptible to market fluctuations.

The financial statement disclosures are neutral, consistent, and clear.

#### ***Difficulties Encountered in Performing the Audit***

We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Significant Audit Matters, continued*****Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

***Disagreements with Management***

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

***Management Representations***

We have requested certain representations from management that are included in the Management Representational Letter to the Auditor dated March 10, 2020.

***Management Consultations with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves the application of an accounting principal to the Authority's basic financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Other Audit Findings or Issues***

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

***Other Matters***

We applied certain limited procedures to the Budgetary Comparison Schedule – General Fund, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted 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 did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

***Conclusion***

We appreciate the cooperation extended us by Hannah Gardener, Performance Audit Manager, Michael Carrigg, Senior Accountant, Jennifer Mota, Accounting Technician at the City of Long Beach and Salian Garcia, Fiscal Manager at the Los Cerritos Wetlands Authority, in the performance of our audit testwork.

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Authority.

Los Cerritos Wetlands Authority

Page 3

**Conclusion, continued**

This information is intended solely for the information and use of the Board of Directors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties. This restriction is not intended to limit the distribution of this letter, which is a matter of public record.

*Fedak & Brown LLP*

**Fedak & Brown LLP**

Cypress, California

March 10, 2020

**Los Cerritos Wetlands Authority**  
**Summary of Audit Adjusting Journal Entries**  
**September 30, 2019**

<b>Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
<b>Adjusting Journal Entries JE # 1</b>			
AJE #1 - To reclassify expenses related to land transfer agreement at September 30, 2019.			
554	Land Transfer Agreement Expense	3,828.00	
554	Land Transfer Agreement Expense	5,983.00	
501	Consulting Fees		3,828.00
501	Consulting Fees		5,983.00
<b>Total</b>		<b><u>9,811.00</u></b>	<b><u>9,811.00</u></b>
<b>Adjusting Journal Entries JE # 2</b>			
AJE #2 - To reclassify expenses related to legal fees and not consulting at September 30, 2019.			
523	Legal Fees	634.55	
523	Legal Fees	14,410.00	
501	Consulting Fees		634.55
523	Legal Fees		14,410.00
<b>Total</b>		<b><u>15,044.55</u></b>	<b><u>15,044.55</u></b>
<b>Adjusting Journal Entries JE # 3</b>			
AJE #3 - To properly accrue A/P for Environmental Science Association services performed from May 1, 2019 through September 27, 2019.			
501	Consulting Fees	36,742.00	
501	Consulting Fees	72,179.62	
501	Consulting Fees	178,072.56	
302	Accounts Payable		178,072.56
302	Accounts Payable		36,742.00
302	Accounts Payable		72,179.62
<b>Total</b>		<b><u>286,994.18</u></b>	<b><u>286,994.18</u></b>
<b>Total Adjusting Journal Entries</b>			
		<b><u>311,849.73</u></b>	<b><u>311,849.73</u></b>

**Legend:**

AJE	Audit Adjusting Journal Entry
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# **Los Cerritos Wetlands Authority**

## **Annual Financial Report**

**For the Fiscal Year Ended September 30, 2019**



# **Los Cerritos Wetlands Authority**

## **Our Mission Statement**

***“To provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration, and improved water supply, water quality, groundwater recharge and water conservation.”***

## **Our Governing Board**

### **Members**

#### **City of Long Beach**

*Chair: Suzie Price*

*Alternate: Vacant*

#### **State Coastal Conservancy**

*Vice-chair: Sam Schuchat*

*Alternate: Joan Cardellino*

#### **City of Seal Beach**

*Member: Schelly Sustarsic*

*Alternate: Mike Varipapa*

#### **Rivers and Mountains Conservancy**

*Member: Roberto Uranga*

*Alternate: Vacant*

**Los Cerritos Wetlands Authority**

**Annual Financial Report**

**For the Fiscal Year Ended September 30, 2019**

**Los Cerritos Wetlands Authority**  
**Annual Financial Report**  
**For the Fiscal Year Ended September 30, 2019**

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## **Financial Section**





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

# Fedak & Brown LLP

Certified Public Accountants

## Item 8: FY 19/20 Audit

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Riverside, California 92507  
(951) 783-9149

## Independent Auditor's Report

Governing Board  
Los Cerritos Wetlands Authority  
Long Beach, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Los Cerritos Wetlands Authority (Authority) as of and for the year ended September 30, 2019, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. 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 believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority, as of September 30, 2019, and the respective changes in financial position, and, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Independent Auditor's Report, continued**

### ***Other Matters***

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 6 and the Budgetary Comparison Schedule – General Fund on page 20 be presented to supplement the 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated March 10, 2020 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Authority's internal control over financial reporting and compliance. This report can be found on pages 21 and 22.

*Fedak & Brown LLP*

**Fedak & Brown LLP**

Cypress, California

March 10, 2020

**Los Cerritos Wetlands Authority**  
*Management's Discussion and Analysis*  
**For the Fiscal Year Ended September 30, 2019**

As management of the Los Cerritos Wetlands Authority (Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities and performance of the Authority for the fiscal year ended September 30, 2019. Please read it in conjunction with additional information that we have furnished in the accompanying basic financial statements, which follow this section.

### **Financial Highlights**

- The Authority's net position decreased 0.76% or \$85,654 from \$11,289,593 to \$11,203,939 as a result of ongoing operations.
- The Authority's total revenues increased 4.57% or \$27,625 from \$604,901 to \$632,526, primarily due to increases of \$88,931 in state and county grant income and \$31,098 in private agency capital contributions, which were offset by a decrease of \$100,000 in land option income from prior year.
- The Authority's total expenses increased 23.58% or \$137,028 from \$581,152 to \$718,180, primarily due to increases of \$161,580 in consulting fees, which were offset by a decrease of \$25,000 in bad debt expense from prior year.

### **Using This Financial Report**

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities provide information about the activities and performance of the Authority using accounting methods similar to those used by private sector companies. The Statement of Net Position includes all of the Authority's investments in resources (assets), deferred outflows of resources, obligations to creditors (liabilities) and deferred inflows of resources. It also provides the basis for computing a rate of return, evaluating the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority. All of the current year's revenue and expenses are accounted for in the Statements of Activities. This statement measures the success of the Authority's operations over the past year and can be used to determine the Authority's profitability and credit worthiness.

### **Government-wide Financial Statements**

#### **Statement of Net Position and Statement of Activities**

One of the most important questions asked about the Authority's finances is, "Is the Authority better off or worse off as a result of this year's activities?" The Statement of Net Position and the Statement of Activities report information about the Authority in a way that helps answer this question.

These statements include all assets and deferred outflows of resources, liabilities and deferred inflows of resources, using the *accrual basis of accounting*, which is similar to the accounting used by most private sector companies. All of the current year's revenues and expenses are taken into account regardless of when the cash is received or paid.

These two statements report the Authority's *net position* and changes in them. One can think of the Authority's net position – the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources – as one way to measure the Authority's financial health, or *financial position*. Over time, *increases or decreases* in the Authority's net position are one indicator of whether its *financial health* is improving or deteriorating. However, one will need to consider other non-financial factors, however, such as changes in the Authority's organizational agreements to assess the *overall health* of the Authority in future periods.

**Los Cerritos Wetlands Authority**  
*Management's Discussion and Analysis, continued*  
 For the Fiscal Year Ended September 30, 2019

## Governmental Funds Financial Statements

### Balance Sheet and Statement of Revenues, Expenditures and Changes in Fund Balance

*Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

### Notes to the Basic Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 11 through 19.

### Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Authority's budgetary information and compliance.

### Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets of the Authority exceeded liabilities by \$11,203,939 as of September 30, 2019.

### Condensed Statements of Net Position

	<b>2019</b>	<b>2018</b>	<b>Change</b>
<b>Assets:</b>			
Current assets	\$ 611,428	472,361	139,067
Capital assets, net	<u>11,000,000</u>	<u>11,000,000</u>	-
<b>Total assets</b>	<b><u>11,611,428</u></b>	<b><u>11,472,361</u></b>	<b><u>139,067</u></b>
<b>Liabilities:</b>			
Current liabilities	<u>407,489</u>	<u>182,768</u>	<u>224,721</u>
<b>Total liabilities</b>	<b><u>407,489</u></b>	<b><u>182,768</u></b>	<b><u>224,721</u></b>
<b>Net position:</b>			
Net investment in capital assets	<u>11,000,000</u>	<u>11,000,000</u>	-
Unrestricted	<u>203,939</u>	<u>289,593</u>	<u>(85,654)</u>
<b>Total net position</b>	<b><u>\$ 11,203,939</u></b>	<b><u>11,289,593</u></b>	<b><u>(85,654)</u></b>

At the end of fiscal year 2019, the Authority shows a positive balance in its unrestricted net position of \$203,939.

**Los Cerritos Wetlands Authority**  
*Management's Discussion and Analysis, continued*  
 For the Fiscal Year Ended September 30, 2019

**Government-wide Financial Analysis, continued**

**Condensed Statements of Activities**

<i>Governmental Activities</i>	<b>2019</b>	<b>2018</b>	<b>Change</b>
<b>Expenses:</b>			
Authority operations	\$ 718,180	581,152	137,028
<b>Total expenses</b>	<b>718,180</b>	<b>581,152</b>	<b>137,028</b>
<b>Revenues:</b>			
Program revenues	565,432	440,403	125,029
General revenues	67,094	164,498	(97,404)
<b>Total revenues</b>	<b>632,526</b>	<b>604,901</b>	<b>27,625</b>
<b>Change in net position</b>	<b>(85,654)</b>	<b>23,749</b>	<b>(109,403)</b>
Net position – beginning of year	11,289,593	11,265,844	23,749
Net position – end of year	<b>\$ 11,203,939</b>	<b>11,289,593</b>	<b>(85,654)</b>

The Statement of Activities shows how the government's net position changed during the fiscal year. In the case of the Authority, net position decreased by \$85,654 during the fiscal year ended September 30, 2019.

**Governmental Funds Financial Analysis**

The focus of the Authority's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the Authority's financing requirements. In particular, the *unreserved fund balance* may serve as a useful measure of the government's net resources for spending at the end of the fiscal year.

As of September 30, 2019, the Authority's General Fund reported a fund balance of \$203,939. Of the fund balance reported an amount of \$8,462 is designated as *nonspendable* as it has already been spent towards prepaid insurance. The remaining balance of \$195,477 constitutes the Authority's *unreserved undesignated fund balance* that is available for future Authority expenditures.

**General Fund Budgetary Highlights**

At fiscal year-end, actual expenditures for the General Fund were \$854,773 less than final budgeted expenditures and actual revenues were \$940,427 less than final budgeted revenues. This was principally due to lower than anticipated grant funding in the amount of \$1,011,507 from state and county sources and operating contributions of \$57,832, which were offset by higher than anticipated grant funding in the amount of \$121,494 from private agencies.

**Los Cerritos Wetlands Authority**  
*Management's Discussion and Analysis, continued*  
**For the Fiscal Year Ended September 30, 2019**

### **Capital Asset Administration**

At the end of fiscal year 2019, the Authority's investment in capital assets amounted to \$11,000,000. This investment in capital assets includes land that is managed by the Authority.

Changes in capital assets for the year were as follows:

	<b>Balance</b>			<b>Balance</b>
	<b>2018</b>	<b>Additions</b>	<b>Deletions</b>	<b>2019</b>
Land	\$ 11,000,000	-	-	\$ 11,000,000
Total capital assets, net	<u>\$ 11,000,000</u>			<u>\$ 11,000,000</u>

### **Conditions Affecting Current Financial Position**

Management is unaware of any conditions which could have a significant impact on the Authority's current financial position, net position or operating results in terms of past, present and future.

### **Requests for Information**

The Authority's basic financial statements are designed to present users with a general overview of the Authority's finances and to demonstrate the Authority's accountability. If you have any questions about the report or need additional information, please contact the Authority at Los Cerritos Wetlands Authority, C/O the City of Long Beach Financial Management Department, 411 W. Ocean Blvd., Long Beach, CA 90802 or directly at 100 Old San Gabriel Canyon Rd., Azusa, CA 91702, (626) 815-1019.

## **Basic Financial Statements**

**Los Cerritos Wetlands Authority**  
**Statement of Net Position**  
**September 30, 2019**

	<b>2019</b>
<b>Current assets:</b>	
Cash and cash equivalents (note 2)	\$ 244,735
Accounts receivable, net of allowance for doubtful accounts (note 3)	358,231
Prepaid insurance	<u>8,462</u>
Total current assets	<u>611,428</u>
<b>Non-current assets:</b>	
Capital assets, net (note 4)	<u>11,000,000</u>
<b>Total assets</b>	<u>11,611,428</u>
<b>Current liabilities:</b>	
Accounts payable	405,589
Security deposit	<u>1,900</u>
Total current liabilities	<u>407,489</u>
<b>Total liabilities</b>	<u>407,489</u>
<b>Net position: (note 5)</b>	
Net investment in capital assets	11,000,000
Unrestricted	<u>203,939</u>
<b>Total net position</b>	<u>\$ 11,203,939</u>

See the accompanying notes to the basic financial statements

**Los Cerritos Wetlands Authority**  
**Statement of Activities**  
**For the Fiscal Year Ended September 30, 2019**

<b><i>Governmental Activities:</i></b>	<b><u>2019</u></b>
<b>Expenses:</b>	
Authority operations	\$ <u>718,180</u>
<b>Total expenses</b>	<u>718,180</u>
<b>Program revenues:</b>	
Contributions – operating	30,000
Capital grants – state and county	403,158
Capital contributions – private agency	<u>132,274</u>
<b>Total program revenues</b>	<u>565,432</u>
<b>Net program expense</b>	<u>152,748</u>
<b>General revenues:</b>	
Rental income	61,480
Interest earnings	24
Miscellaneous income	<u>5,590</u>
<b>Total general revenues</b>	<u>67,094</u>
<b>Change in net position</b>	(85,654)
<b>Net position – beginning of year</b>	<u>11,289,593</u>
<b>Net position – end of year</b>	<u>\$ 11,203,939</u>

See accompanying notes to the basic financial statements

**Los Cerritos Wetlands Authority**  
**Reconciliation of the Balance Sheet of Governmental**  
**Type Funds to the Statement of Net Position**  
**September 30, 2019**

	<u>General</u> <u>Fund</u>	<u>Reclassifications</u> <u>&amp; Eliminations</u>	<u>Statement of</u> <u>Net Position</u>
<b>Current assets:</b>			
Cash and cash equivalents	\$ 244,735	-	244,735
Accounts receivable, net	358,231	-	358,231
Prepaid insurance	8,462	-	8,462
<b>Total current assets</b>	<b>611,428</b>	<b>-</b>	<b>611,428</b>
<b>Non-current assets:</b>			
Capital assets, net	-	11,000,000	11,000,000
<b>Total assets</b>	<b>\$ 611,428</b>	<b>11,000,000</b>	<b>11,611,428</b>
<b>Current liabilities:</b>			
Accounts payable	\$ 405,589	-	405,589
Security deposit	1,900	-	1,900
<b>Total current liabilities</b>	<b>407,489</b>	<b>-</b>	<b>407,489</b>
<b>Total liabilities</b>	<b>407,489</b>	<b>-</b>	<b>407,489</b>
<b>Fund balance: (note 5)</b>			
Nonspendable	8,462	(8,462)	-
Unassigned	195,477	(195,477)	-
<b>Total fund balance</b>	<b>203,939</b>	<b>(203,939)</b>	<b>-</b>
<b>Total liabilities and fund balance</b>	<b>\$ 611,428</b>		
<b>Net position:</b>			
Net investment in capital assets		11,000,000	11,000,000
Unrestricted		203,939	203,939
<b>Total net position</b>	<b>\$ 11,203,939</b>	<b>11,203,939</b>	<b>11,203,939</b>

**Reconciliation:**

Fund balance of governmental funds	\$ 203,939
Amounts reported for governmental activities in the statement of net position is different because:	
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds balance sheet.	11,000,000
Net position of governmental activities	
	<b>\$ 11,203,939</b>

See accompanying notes to the basic financial statements

**Los Cerritos Wetlands Authority**  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in**  
**Fund Balance of Governmental Type Funds to the Statement of Activities**  
**For the Fiscal Year Ended September 30, 2019**

	<u>General Fund</u>	<u>Reclassifications &amp; Eliminations</u>	<u>Statement of Activities</u>
<b>Expenditures/Expenses:</b>			
Authority operations	\$ 718,180	-	718,180
<b>Total expenditures/expenses</b>	<b>718,180</b>	<b>-</b>	<b>718,180</b>
<b>Program revenues:</b>			
Contributions – operating	30,000	-	30,000
Capital grant – state and county	403,158	-	403,158
Capital grant – private agency	132,274	-	132,274
<b>Total program revenues</b>	<b>565,432</b>	<b>-</b>	<b>565,432</b>
<b>Net program expense</b>			<b>152,748</b>
<b>General revenues:</b>			
Rental income	61,480	-	61,480
Interest earnings	24	-	24
Miscellaneous income	5,590	-	5,590
<b>Total general revenues</b>	<b>67,094</b>	<b>-</b>	<b>67,094</b>
<b>Total revenues</b>	<b>632,526</b>	<b>-</b>	
<b>Excess of revenues over expenditures</b>	<b>(85,654)</b>	<b>85,654</b>	<b>-</b>
<b>Change in net position</b>	<b>-</b>	<b>(85,654)</b>	<b>(85,654)</b>
<b>Fund deficit/Net position – beginning of year</b>	<b>289,593</b>	<b>-</b>	<b>11,289,593</b>
<b>Fund balance/Net position</b>	<b>\$ 203,939</b>	<b>-</b>	<b>11,203,939</b>
<b>Reconciliation:</b>			
Net changes in fund balance of governmental fund		\$ <b>(85,654)</b>	
Change in net position of governmental activities		<b>\$ (85,654)</b>	

See accompanying notes to the basic financial statements

**Los Cerritos Wetlands Authority**  
**Notes to the Basic Financial Statements**  
**For the Fiscal Year Ended September 30, 2019**

**(1) Reporting Entity and Summary of Significant Accounting Policies**

**A. Organization and Operations of the Reporting Entity**

In February 2006, a joint powers agreement was adopted among the Rivers and Mountains Conservancy, State Coastal Conservancy, City of Long Beach, and the City of Seal Beach. The agreement established the Los Cerritos Wetlands Authority (Authority). Each party shall, subject to the availability of funds, make equal annual contributions (minimum \$5,000 and maximum \$25,000) to, or on behalf of, the Authority. The purpose of the Authority is to provide for a comprehensive program of acquisition, protection, conservation, restoration, maintenance and operation, and environmental enhancement of the Los Cerritos Wetlands area consistent with the goals of flood protection, habitat protection and restoration and improved water supply, water quality, groundwater recharge and water conservation. The Authority has the ability to acquire and own real property, although it does not have the power of eminent domain. A second major purpose of the Authority is to conduct restoration planning and implement that restoration.

The Authority entered into an agreement of land transfer with the Trust for Public Land for approximately 68 acres of property and surface rights; commonly known as the Bryant property in Long Beach, California. The Bryant property has been an active oil field for several decades and currently contains several active oil wells and associated pipelines, roads and buildings.

The acquisition of the Bryant property involved several legal agreements as follows:

- Land Transfer Agreement - Under this agreement the Trust for Public Lands would cause the conveyance of surface fee interest in the 68 acres to the Authority. The Authority would not acquire the mineral rights or the lessor's interest in the oil and gas lease. The Authority would accept title to the surface fee interest property as-is, subject to the Land Use Agreement and the Indemnification Agreement as discussed below.
- Land Use Agreement - This agreement is between Trust for Public Lands, Signal Hill Petroleum, and the Authority, acknowledging the intended use of the conveyed property and the retained property by Signal Hill Petroleum and the Authority. The purpose of the agreement is to ensure the intended use and access of the property for both the Authority and Signal Hill Petroleum.
- Termination of Oil and Gas Lease and Grant of Easement Agreement – This agreement is to define the specific access over and use of the surface property that the Authority grants Signal Hill Petroleum to allow for the existing and future oil operations. The agreement also defines conditions for the oil operations to ensure that they are consistent with the Authority's intended use for habitat restoration and public access. The Authority grants specific easements to Signal Hill Petroleum for oil operations. The easement shall expire when all oil operations are abandoned, and Signal Hill Petroleum shall pay rent of \$25,000 per year to the Authority for the use of these easements.
- Environmental Indemnity Agreement- Under the terms of this agreement, Signal Hill Petroleum indemnifies parties from liabilities associated with any release of materials generated from the oil or gas operations beyond the levels accepted for industrial use. This indemnification only includes liabilities associated with past and future environmental releases associated with oil and gas operations but not for liability for contamination that is unrelated to those activities.

**Los Cerritos Wetlands Authority****Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019****(1) Reporting Entity and Summary of Significant Accounting Policies****B. Basis of Accounting and Measurement Focus**

The *basic financial statements* of the Authority are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the basic financial statements

***Government-wide Financial Statements***

These statements are presented on an *economic resources* measurement focus and the accrual basis of accounting. Accordingly, all of the Authority's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, including capital assets, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which the liability is incurred. The Statement of Activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. The types of transactions reported as program revenues for the Authority are to be reported in three categories, if applicable: 1) charges for services, 2) operating grants and contributions, and, 3) capital grants and contributions. Charges for services include revenues from customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function. Grant and contributions include revenues restricted to meeting the operational or capital requirements of a particular function. Items not properly included among program revenues are reported instead as general revenues.

***Fund Financial Statements***

These statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for all major governmental funds. Accompanying these statements is a schedule to reconcile and explain the differences in net position as presented in these statements to the net position presented in the Government-wide Financial Statements.

Governmental funds are accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under modified accrual basis of accounting, revenues are recognized in the accounting period in which they become measurable and available to finance expenditures of the current period. Accordingly, revenues are recorded when received in cash, except that revenues subject to accrual (generally 60-days after year-end) are recognized when due. The primary sources susceptible to accrual for the Authority are interest earnings, investment revenue and operating and capital grant revenues. Expenditures are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. However, exceptions to this rule include principal and interest on debt, which are recognized when due.

The Authority reports the following major governmental fund:

**General Fund** – is a government's only operating fund. It accounts for all financial resources of the Authority, except those required to be accounted for in another fund when necessary.

**Los Cerritos Wetlands Authority****Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019****(1) Reporting Entity and Summary of Significant Accounting Policies, continued****C. Financial Statement Elements****1. Cash and Cash Equivalents**

The Authority has contracted with the City of Long Beach Treasurer's Office to act as its fiscal agent. Substantially all of the Authority's cash is held in a financial institution bank account. The Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

**2. Accounts Receivable and Allowance for Doubtful Accounts**

The Authority extends credit to customers in the normal course of operations. When management deems customer accounts uncollectible, the Authority uses the allowance method for the reservation and write-off of those accounts.

**3. Prepays**

Certain payments to vendors reflects costs or deposits applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements.

**4. Capital Assets**

Capital assets are recorded in the government-wide financial statements. Included in capital assets is land held by the Authority. Donated assets are recorded at estimated fair market value at the date of donation. Capital outlay is recorded as expenditures of the General Fund and as assets in the government-wide financial statements to the extent the Authority's capitalization threshold is met.

**5. Net Position/Fund Balances**

The financial statements utilize a net position presentation. Net position categories are follows:

- **Net Investment in Capital Assets** – This component of net position consists of capital assets, net of accumulated depreciation and reduced by any outstanding debt against the acquisition, construction or improvement of those assets.
- **Restricted Net Position** – This component of net position consists of constraints placed on net position use through external constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted Net Position** – This component of net position consists of the net position balance that does not meet the definition of *restricted* or *net investment in capital assets*.

**6. Fund Equity**

The financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned or unassigned based primarily on the extent to which the Authority is bound to honor constraints on how specific amounts can be spent.

- **Non-spendable fund balance** – amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- **Restricted fund balance** – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions enabling legislation.

**Los Cerritos Wetlands Authority**

**Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019**

**(1) Reporting Entity and Summary of Significant Accounting Policies, continued**

**C. Financial Statement Elements, continued**

**6. Fund Equity (continued)**

- **Committed fund balance** – amounts that can only be used for specific purposes determined by formal action of the Authority’s highest level of decision-making authority (the Governing Board) and that remain binding unless removed in the same manner. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.
- **Assigned fund balance** – amounts that are constrained by the Authority’s intent to be used for specific purposes. The intent can be established at either the highest level of decision-making, or by a body or an official designated for that purpose. This is also the classification for residual funds in the Authority’s special revenue funds.
- **Unassigned fund balance** – the residual classification for the Authority’s general fund that includes amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

The Governing Board established, modifies or rescinds fund balance commitments and assignments by passage of an ordinance or resolution. This is done through adoption of the budget and subsequent budget amendments that occur throughout the year.

When both restricted and unrestricted resources are available for use, it is the Authority’s policy to use restricted resources first, followed by the unrestricted, committed, assigned and unassigned resources as they are needed.

***Fund Balance Policy***

The Authority believes that sound financial management principles require that sufficient funds be retained by the Authority to provide a stable financial base at all times. To retain this stable financial base, the Authority needs to maintain an unrestricted fund balance in its funds sufficient to fund cash flows of the Authority and to provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature. Committed, assigned and unassigned fund balances are considered unrestricted.

The purpose of the Authority’s fund balance policy is to maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

**7. Budgetary Policies**

The Authority follows specific procedures in establishing the budgetary data reflected in the financial statements. Each June the Authority’s Executive Officer prepares and submits an operating budget to the Governing Board for the General Fund. The basis used to prepare the budget does not differ substantially from the modified accrual basis of accounting.

**8. Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported changes in the Authority’s net position during the reporting period. Actual results could differ from those estimates.

**Los Cerritos Wetlands Authority**  
**Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019**

**(1) Reporting Entity and Summary of Significant Accounting Policies, continued**

**C. Financial Statement Elements, continued**

**9. Reclassification**

The District has reclassified certain prior year information to conform to current year presentation.

**(2) Cash and Cash Equivalents**

Cash and cash equivalents as of September 30, 2019, consist of the following:

Deposits held with financial institutions	\$ <u>244,735</u>
Total cash and cash equivalents	\$ <u><u>244,735</u></u>

***Custodial Credit Risk***

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the Authority's investment policy does not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. The Authority had deposits with a bank balance of \$244,735 as of September 30, 2019. Of the bank balance, up to \$250,000 is federally insured and any remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in the Authority's name.

**(3) Accounts Receivable**

Accounts receivable, net of allowance for doubtful accounts as of September 30, 2019, consist of the following:

Accounts receivable	\$ 25,980
Accounts receivable – member agencies	36,979
Accounts receivable – grants	<u>320,272</u>
Subtotal accounts receivable	383,231
Allowance for doubtful accounts	<u>(25,000)</u>
Total accounts receivable, net	<u><u>\$ 358,231</u></u>

**(4) Capital Assets**

Changes in capital assets for the year were as follows:

	<b>Balance</b>		<b>Balance</b>	
	<b>2018</b>	<b>Additions</b>	<b>Deletions</b>	<b>2019</b>
Land	\$ 11,000,000	-	-	11,000,000
Total capital assets, net	<u><u>\$ 11,000,000</u></u>			<u><u>11,000,000</u></u>

**Los Cerritos Wetlands Authority**  
**Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019**

**(5) Fund Balance**

Fund balances are presented in the following categories: nonspendable, restricted, committed, assigned, and unassigned (See Note (1)C.6 for a description of these categories). A detailed schedule of fund balance and their funding composition at September 30, 2019, is as follows:

<b>Fund Balance Category</b>		
Nonspendable:		
Prepaid insurance	\$	8,462
Unassigned fund balance:		<u>195,477</u>
Total fund balance	\$	<u><u>203,939</u></u>

**(6) Land Option and Exchange Agreement**

On September 27, 2016, the Authority entered into a land exchange option agreement with Los Cerritos Wetlands, LLC (the LLC). Terms of the agreement call for non-refundable consideration in the amount of \$300,000 to be paid to the Authority for an initial option term of 4 years, with an optional term of 4 years thereafter. The agreement provides a right of termination clause in the event the LLC determines to terminate the agreement. Upon termination, the agreement calls for the Authority to refund the LLC \$200,000 within the first year of the agreement, or \$100,000 if exercised within second year of the agreement. At September 30, 2019, the Authority's unearned revenue amounted to \$0 and recognized no income related to the agreement.

At September 30, 2019, the Authority and the LLC had not exercised the Land Exchange Agreement option.

**(7) Risk Management**

The Authority is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Authority has purchased various commercial insurance policies to manage the potential liabilities that may occur from the previously named sources.

Settled claims have not exceeded any of the coverage amounts in any of the last three fiscal years and there were no reductions in the Authority's insurance coverage during the years ending September 30, 2019, 2018, and 2017. Liabilities are recorded when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated net of the respective insurance coverage. Liabilities include an amount for claims that have been incurred but not reported (IBNR). There were no IBNR claims payable as of September 30, 2019, 2018, and 2017.

**Los Cerritos Wetlands Authority**  
**Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019**

**(8) Governmental Accounting Standards Board Statements Issued, Not Yet Effective**

The Governmental Accounting Standards Board (GASB) has issued several pronouncements prior to September 30, 2019, that have effective dates that may impact future financial presentations.

***Governmental Accounting Standards Board Statement No. 84***

In January 2017, the GASB issued Statement No. 84 – *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported.

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria.

The provisions of this Statement are effective for reporting periods beginning after December 15, 2018. The impact of the implementation of this Statement to the District's financial statements has not been assessed at this time.

***Governmental Accounting Standards Board Statement No. 87***

In June 2017, the GASB issued Statement No. 87 – *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The provisions of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The impact of the implementation of this Statement to the District's financial statements has not been assessed at this time.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged.

***Governmental Accounting Standards Board Statement No. 89***

In June 2018, the GASB issued Statement No. 89 – *Accounting for Interest Cost Incurred before the End of a Construction Period*. The objectives of this Statement are (1) to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period.

**Los Cerritos Wetlands Authority**  
**Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019**

**(8) Governmental Accounting Standards Board Statements Issued, Not Yet Effective**

***Governmental Accounting Standards Board Statement No. 89, continued***

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements*, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund.

This Statement also reiterates that in financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019. Earlier application is encouraged. The requirements of this Statement should be applied prospectively.

The impact of the implementation of this Statement to the District's financial statements has not been assessed at this time.

***Governmental Accounting Standards Board Statement No. 90***

In August 2018, the GASB issued Statement No. 90 – *Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61*. The primary objectives of this Statement are to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value.

For all other holdings of a majority equity interest in a legally separate organization, a government should report the legally separate organization as a component unit, and the government or fund that holds the equity interest should report an asset related to the majority equity interest using the equity method. This Statement establishes that ownership of a majority equity interest in a legally separate organization results in the government being financially accountable for the legally separate organization and, therefore, the government should report that organization as a component unit.

This Statement also requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. Transactions presented in flows statements of the component unit in that circumstance should include only transactions that occurred subsequent to the acquisition.

**Los Cerritos Wetlands Authority****Notes to the Basic Financial Statements, continued**  
**For the Fiscal Year Ended September 30, 2019****(8) Governmental Accounting Standards Board Statements Issued, Not Yet Effective*****Governmental Accounting Standards Board Statement No. 90, continued***

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. The requirements should be applied retroactively, except for the provisions related to (1) reporting a majority equity interest in a component unit and (2) reporting a component unit if the government acquires a 100 percent equity interest. Those provisions should be applied on a prospective basis. The impact of the implementation of this Statement to the District's financial statements has not been assessed at this time.

***Governmental Accounting Standards Board Statement No. 91***

In May 2019, the GASB issued Statement No. 91 – *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

This Statement also addresses arrangements—often characterized as leases—that are associated with conduit debt obligations. In those arrangements, capital assets are constructed or acquired with the proceeds of a conduit debt obligation and used by third-party obligors in the course of their activities. Payments from third-party obligors are intended to cover and coincide with debt service payments. During those arrangements, issuers retain the titles to the capital assets. Those titles may or may not pass to the obligors at the end of the arrangements.

This Statement requires issuers to disclose general information about their conduit debt obligations, organized by type of commitment, including the aggregate outstanding principal amount of the issuers' conduit debt obligations and a description of each type of commitment. Issuers that recognize liabilities related to supporting the debt service of conduit debt obligations also should disclose information about the amount recognized and how the liabilities changed during the reporting period.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2020. Earlier application is encouraged.

**(9) Contingencies*****Grant Awards***

Grant funds received by the Authority are subject to audit by the grantor agencies. Such an audit could lead to requests for reimbursements to the grantor agencies for expenditures disallowed under terms of the grant. Management of the Authority believes that such disallowances, if any, would not be significant.

***Litigation***

In the ordinary course of operations, the Authority is subject to claims and litigation from outside parties. After consultation with legal counsel, the Authority believes the ultimate outcome of such matters, if any, will not materially affect its financial condition.

**(10) Subsequent Events**

Events occurring after September 30, 2019, have been evaluated for possible adjustment to the financial statements or disclosure as of March 10, 2020, which is the date the financial statements were available to be issued.

## **Required Supplementary Information**



**Los Cerritos Wetlands Authority**  
**Budgetary Comparison Schedule – General Fund**  
**For the Fiscal Year Ended September 30, 2019**

	<b>Adopted Original Budget</b>	<b>Board Approved Changes</b>	<b>Revised Budget</b>	<b>Actual Budgetary Basis</b>	<b>Variance Positive (Negative)</b>
<b>Expenditures/Expenses:</b>					
Authority operations:					
Services and supplies	\$ 114,597	-	114,597	2,417	112,180
Capital outlay	1,458,356	-	1,458,356	715,763	742,593
<b>Total expenditures/expenses</b>	<b>1,572,953</b>	<b>-</b>	<b>1,572,953</b>	<b>718,180</b>	<b>854,773</b>
<b>Program revenues:</b>					
Contributions – operating	87,832	-	87,832	30,000	(57,832)
Capital grant – state and county	1,414,665	-	1,414,665	403,158	(1,011,507)
Capital grant – private agency	10,780	-	10,780	132,274	121,494
<b>Total program revenues</b>	<b>1,513,277</b>	<b>-</b>	<b>1,513,277</b>	<b>565,432</b>	<b>(947,845)</b>
<b>General revenues:</b>					
Rental income	59,676	-	59,676	61,480	1,804
Interest earnings	-	-	-	24	24
Miscellaneous income	-	-	-	5,590	5,590
<b>Total general revenues</b>	<b>59,676</b>	<b>-</b>	<b>59,676</b>	<b>67,094</b>	<b>7,418</b>
<b>Total revenues</b>	<b>1,572,953</b>	<b>-</b>	<b>1,572,953</b>	<b>632,526</b>	<b>(940,427)</b>
<b>Excess(deficiency) of revenues over(under) expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(85,654)</b>	<b>(1,795,200)</b>
<b>Fund balance – beginning of year</b>	<b>8,737</b>		<b>8,737</b>	<b>289,593</b>	
<b>Fund balance – end of year</b>	<b>\$ 8,737</b>		<b>8,737</b>	<b>203,939</b>	

### Notes to Required Supplementary Information

#### (1) Budgets and Budgetary Data

The Authority follows specific instructions in establishing the budgetary data reflected in the financial statements. Each year the Authority's Executive Officer prepares and submits an operating and capital budget to the Board of Directors no later than September. The basis used to prepare the budget does not differ substantially in form from the modified accrual basis of accounting. The adopted budget becomes operative on October 1. The Board of Directors must approve all supplemental appropriations to the budget and transfers between major accounts.

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# **Report on Internal Controls and Compliance**





Charles Z. Fedak, CPA, MBA  
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# Fedak & Brown LLP

Certified Public Accountants

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## **Independent Auditor's Report on Internal Control Over Financial Reporting And on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

Governing Board  
Los Cerritos Wetlands Authority  
Long Beach, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Los Cerritos Wetlands Authority (Authority) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprises the Authority's basic financial statements, and have issued our report thereon dated March 10, 2020.

### **Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Independent Auditor's Report on Internal Control over Financial Reporting  
and on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*, continued**

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our 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. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Fedak & Brown LLP*

**Fedak & Brown LLP**

Cypress, California

March 10, 2020

**Los Cerritos Wetlands Authority**

**Date:** **September 24, 2020**

**To:** **Governing Board Members**

**From:** **Mark Stanley, Executive Officer**

**Subject:** **Item 9: Consideration of resolution authorizing staff to adopt the LCWA Budget Fiscal Year 2020/2021**

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**RECOMMENDATION:** Staff recommends adoption of the LCWA Budget Fiscal Year 2020/2021 as submitted and detailed in the attached Exhibit A.

**BACKGROUND:** In accordance with the provisions of the Joint Powers Agreement, approval of the LCWA budget by the LCWA Board is required. The attached Consolidated Budget for Fiscal Year (FY) 2020/2019 (Exhibit A) includes three revenues and expenditure components: 1) Administration, 2) Operational, and 3) Capital Outlay. Total budgeted revenue for FY 20/21 is **\$481,679** and expenditures are balanced with revenues. Total revenues for FY 20/21 have decreased by \$1,183,921 from budgeted FY 19/20 revenues of \$1,665,600 primarily due to the unplanned loss of an acquisition and several contracts scheduled to end by December 2020, offset with increased lease revenue. Subsequently, the LCWA expects a year-to-year decrease in Expenses, plus incremental budget changes in grant and land management services, consultant services, and mitigation bank expenditures. In light of these revenue impacts, staff's recommendation is to request of the JPA members to consider an increase in each partner's annual contribution starting with FY20/21 in an effort to keep pace with increasing expenditures and reduced revenue.

The revenues, in combination with the three recent grants from the Rivers and Mountains Conservancy and the State Coastal Conservancy, will allow public programming to continue as part of the Los Cerritos Wetlands Authority Stewardship Program (LCWASP) through December 2021. The Authority also benefits from bird walks led by the El Dorado Audubon that contributes the total hours of in-kind stewardship participation.

Administration expenses in the amount of \$15,393 are detailed by line item in the attached budget summary. The expenses under general administrative costs include website maintenance and annual audit services with the City of Long Beach.

Operational expenses consist of the LCWASP and Property Management expenditures. The FY 20/21 total budget is \$162,079 and is consistent with the annualized revenues and expenditures at a minimum to operate, manage, and maintain the LCWA properties. The current budget for the LCWASP includes expenses related to the Zedler Marsh with reimbursement from Los Angeles County Regional Parks and Open Space District through Measure A and the Memorandum of Agreement with Southern California Edison to accept compensatory mitigation funds. The Capital Outlay budget is in the amount of \$304,207.

**FISCAL INFORMATION:** The LCWA FY 2020/2021 Budget has a balanced budget of \$481,679.

**LOS CERRITOS WETLANDS AUTHORITY**  
**PROPOSED CONSOLIDATED BUDGET FISCAL YEAR 2020-2021**

	FY 19/20 Budget	As of 09/01/20	Additional Projected through 09/30/20	Projected FYE 19/20	Remaining Budget Balance	Remaining % Budget Balance	FY2019 Budget Spent	Projected % of FY2019 Budget	Proposed FY 20/21 Budget	% Change FY21 over FY20
<b>Revenues</b>										
<b>General Administrative &amp; Operating Revenue</b>										
JPA Contributions	20,000	10,000	10,000	20,000	-	0%	50%	100%	40,000	100.0%
Lease Revenue	72,416	66,138	3,139	69,277	3,139	4%	91%	96%	73,470	1%
Contracts	22,135	72,344	10,825	83,169	(61,034)	-276%	327%	376%	15,520	-29.9%
Fees	2,546	2,048	1,122	3,170	(624)	-24%	80%	124%	-	-100.0%
Permits	10,000	10,000	-	10,000	-	0%	100%	100%	10,000	0.0%
Other - Local Revenue	67,770	-	-	-	67,770	100%	0%	0%	65,000	
<b>Subtotal-General Administrative &amp; Operating</b>	<b>194,867</b>	<b>160,529</b>	<b>25,086</b>	<b>185,615</b>	<b>9,252</b>	<b>5%</b>	<b>82%</b>	<b>95%</b>	<b>203,990</b>	<b>4.7%</b>
<b>Grants and Special Projects Revenue</b>										
Grant - State Coastal Conservancy	225,368	208,856	23,111	231,967	(6,599)	-3%	93%	103%	10,652	-95.3%
Grant - Rivers & Mountains Conservancy	888,692	251,400	16,223	267,623	621,069	70%	28%	30%	152,037	-82.9%
Grant - Other Federal, State, County & Local Funds	249,500	74,061	175,439	249,500	-	0%	30%	100%	100,000	
Mitigation Revenue	50,924	40,955	22,441	63,396	(12,472)	-24%	80%	124%	-	-100.0%
Contracts - Other MOA	2,722	-	2,722	2,722	-	0%	0%	100%	10,000	0.0%
Other - Donations	-	-	-	-	-	-	-	-	-	0.0%
Other - Miscellaneous	5,000	1,829	3,317	5,146	(146)	-3%	37%	103%	5,000	0.0%
<b>Subtotal-Grants and Special Projects</b>	<b>1,422,206</b>	<b>577,102</b>	<b>243,253</b>	<b>820,354</b>	<b>601,852</b>	<b>42%</b>	<b>41%</b>	<b>58%</b>	<b>277,689</b>	<b>-80.5%</b>
<b>Total Revenue</b>	<b>1,617,073</b>	<b>737,631</b>	<b>268,339</b>	<b>1,005,970</b>	<b>611,104</b>	<b>38%</b>	<b>46%</b>	<b>62%</b>	<b>481,679</b>	<b>-70.2%</b>
<b>Expenses</b>										
Insurance - D & O Policy	2,691	2,786	-	2,786	(95)	-4%	104%	104%	3,043	13.1%
Audit Services	9,600	9,600	-	9,600	-	0%	100%	100%	9,850	2.6%
Website	1,000	500	-	500	500	50%	50%	50%	1,000	0.0%
Miscellaneous Administrative Costs	1,500	-	1,500	1,500	-	0%	0%	100%	1,500	0.0%
<b>Administration Expense Subtotal</b>	<b>14,791</b>	<b>12,886</b>	<b>1,500</b>	<b>14,386</b>	<b>405</b>	<b>3%</b>	<b>87%</b>	<b>97%</b>	<b>15,393</b>	<b>4.1%</b>
Grant & Land Management - General	35,000	22,525	5,000	27,525	7,475	21%	64%	79%	19,200	-45.1%
Grant Management - Contracted Services	19,700	14,488	5,213	19,700	-	0%	74%	100%	25,000	26.9%
Insurance - General Liability/Umbrella	10,683	9,501	-	9,501	1,182	11%	89%	89%	11,751	10.0%
LCWA Measure A - M/O	67,770	43,611	17,459	61,070	6,700	10%	64%	90%	81,058	19.6%
Security	8,700	6,525	2,175	8,700	-	0%	75%	100%	9,570	10.0%
Signage	3,000	-	3,000	3,000	-	0%	0%	100%	3,000	0.0%
MOAs	18,000	6,310	8,885	15,194	2,806	16%	35%	-	10,000	
Miscellaneous	2,500	-	2,500	2,500	-	0%	0%	100%	2,500	0.0%
<b>Operational Expense Subtotal</b>	<b>165,353</b>	<b>102,960</b>	<b>44,231</b>	<b>147,191</b>	<b>18,162</b>	<b>11%</b>	<b>62%</b>	<b>89%</b>	<b>162,079</b>	<b>-2.0%</b>
Consultant Services	7,000	5,754	1,500	7,254	(254)	-4%	82%	104%	51,400	634.3%
Grant - State Coastal Conservancy	231,967	208,856	23,111	231,967	(0)	0%	90%	100%	-	-100.0%
Grant - Rivers & Mountains Conservancy	872,537	102,933	5,000	107,933	764,604	88%	12%	12%	127,807	-85.4%
Grant - Other Federal, State, County & Local Projects	274,500	169,792	104,708	274,500	-	0%	62%	100%	100,000	
Other - Mitigation Projects	50,924	57,455	5,941	63,396	(12,472)	-24%	113%	124%	25,000	-50.9%
Other - Miscellaneous	-	-	-	-	-	-	-	-	-	0.0%
<b>Capital Outlay Expense Subtotal</b>	<b>1,436,928</b>	<b>544,789</b>	<b>140,260</b>	<b>685,050</b>	<b>751,878</b>	<b>52%</b>	<b>38%</b>	<b>48%</b>	<b>304,207</b>	<b>-78.8%</b>
<b>Total Expense</b>	<b>1,617,073</b>	<b>660,635</b>	<b>185,991</b>	<b>846,627</b>	<b>770,446</b>	<b>48%</b>	<b>41%</b>	<b>52%</b>	<b>481,679</b>	<b>-70.2%</b>
<b>Ending Net Position</b>	<b>-</b>	<b>76,995</b>	<b>82,347</b>	<b>159,343</b>	<b>(76,995)</b>				<b>(0)</b>	<b>0.0%</b>

September 24, 2020 – Item 9

RESOLUTION 2020-04

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORITY (LCWA) AUTHORIZING  
STAFF TO ADOPT THE LCWA BUDGET FISCAL YEAR 2020/2021

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, the joint powers agreement provides for the adoption of an annual budget; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

*Therefore be it resolved*, that the LCWA hereby:

1. FINDS that this action is consistent with the purposes and objectives of the LCWA.
2. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
3. ADOPTS the staff report dated September 24, 2020.
4. ADOPTS FY 2020/2021 LCWA Budget and authorizes the Executive Officer to make budget amendments as necessary.

*~ End of Resolution ~*

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY on September 24, 2020.

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Sam Schuchat,  
LCWA Board Chair

ATTEST:

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David Edsall, Jr.  
Deputy Attorney General