



ADDENDUM No. 1

**REQUEST FOR PROPOSALS FOR
FINANCIAL, ACCOUNTING AND INVESTMENT SERVICES FOR GATEWAY WATER
MANAGEMENT AUTHORITY (GWMA)
(RFP 2023-01)**

Please note the following changes, additions, deletions and/or clarifications.

1. The Date for written questions due to GWMA has been changed to: February 10, 2023.
2. The Due Date for Proposals has been changed to 4:00 PM (PST) on February 24, 2023.

Release Date:	01/17/2023
Written Questions Due to GWMA:	02/10/2023
Proposal Due Date:	02/24/2023

3. Any inquiries/questions shall be submitted in writing. GWMA will not respond to any oral communications regarding the RFP or proposed work. Responses to questions will be posted on GWMA's website by Thursday, February 16, 2023.



GATEWAY WATER MANAGEMENT AUTHORITY

16401 Paramount Boulevard • Paramount, California 90723

REQUEST FOR PROPOSALS FOR FINANCIAL, ACCOUNTING AND INVESTMENT SERVICES FOR GATEWAY WATER MANAGEMENT AUTHORITY (GWMA) (RFP 2023-01)

Release Date:	01/17/2023
Written Questions Due to GWMA:	02/03/2023
Proposal Due Date:	02/17/2023

The Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (“Gateway Water Management Authority” or “GWMA”) invites proposals for the above-stated project and will receive such proposals electronically only up to the hour of **4:00 pm, Pacific Standard Time (PST) on Friday, February 17, 2023.**

PURPOSE:

The purpose of this Request for Proposal is to establish a contract with a qualified individual or firm to provide GWMA assistance with general accounting, a quarterly review of the accounting and bank reconciliations, year-end adjusting entries needed for the audit, preparation of audit workpapers and assistance during the audit, assist with the budget preparation, prepare audit workpapers, and be available for accounting questions as needed. GWMA currently utilizes Quickbooks Online Plus accounting software to track and organize its financial information using its own paid subscription. Selected candidate must have reliable access to be able to review Quickbooks Online Plus account.

BACKGROUND:

GWMA is a Joint Powers Authority (JPA) for a coalition of 25 cities, three public water agencies and the Port of Long Beach. GWMA is responsible for the regional watershed planning needs of 2 million people in the Gateway Cities Region of Los Angeles County. GWMA is an interdependent, local government administered by one appointed representative from each member city/agency. GWMA also relies on a 3-member Executive Committee (Chair, Vice-Chair and Secretary/Treasurer) to assist and provide guidance to the GWMA staff for the coordination of activities.

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



GWMA STAFFING

The Agency retains the services of Koa Consulting, Inc. for its staffing. Currently, Koa Consulting provides services of an Executive Officer, a Program Administrative Manager, and Grant Funding Strategist.

GWMA serves as the fiscal agent for many regional projects and watershed groups. The fiscal and accounting workload has grown with the number of grants, Memorandum of Understandings and contracts managed by GWMA. GWMA staff provides the day-to-day accounting and bookkeeping services. The Agency chart of accounts includes approximately 100-line item accounts and it is estimated that the Agency processes about 30-40 entries per month. The adopted GWMA Fiscal Year 2022-2023 Budget is attached. It includes dues from 29 members of \$404,500 and a projected ending fund balance of \$741,066.

FINANCIAL SERVICES:

GWMA is seeking a professional accountant/accounting firm to provide oversight and expertise to support the GWMA staff to ensure standard accounting practices are followed.

The following is a list, but not necessarily limited to, of services being sought by proposer:

- Provide ongoing financial and accounting advice on all aspects of the accounting systems, policies and practices to GWMA staff.
- Assist with the process and coordination for annual general and/or single audits; and potential grant audits.
- Monitor, test and suggest improvements of internal controls.
- Review and approve the bank reconciliations conducted by GWMA staff.
- Provide general oversight, and monitor financial transactions (Similar to an internal audit function).
- If requested, meet periodically with the GWMA Executive Board to report on the agency's financial status (may be virtual or in person).

As stated previously, GWMA currently utilizes Quickbooks Online Plus accounting software to track and organize its financial information.

DURATION:

GWMA is soliciting the services of qualified firms or individuals to provide financial, accounting, investment services to the agency for a period of 24 to 36 months with an option to extend the services for two additional, one-year periods. These services would be as needed providing financial oversight and professional advice to the GWMA staff.



PROPOSAL INSTRUCTIONS:

Proposals must be prepared in conformance with the Instructions to Proposers.

GWMA reserves the rights to reject any or all proposals for any reason or no reason, to waive any irregularity in any proposals, and to take all proposals under advisement for a period of 30 days.

Cover Letter (to be attached to the front of the Proposal Packet):

- Proposal Letters shall be addressed as follows:
Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723
- Introduce yourself if an individual or your company and summarize your proposal in the cover letter. Include the name, address, email and telephone number of the person who will be the point of contact and is completely familiar with the proposal.
- The proposal cover letter shall be signed by an official authorized to bind the proposer contractually.

Proposer (Company) Information

- Owner's full name and address and year proposer services or company began.
- Names of subsidiaries or parent company, if applicable.
- Individual or Company Background.
- Individual or Company Qualification and Experience related to providing service to public entities and water agencies.
- List all related certifications and licenses to practice in California.

Staffing and Qualifications

- Name and resume of the main individual(s) assigned to work with GWMA Staff.
 - Include Education; Years of Experience, Years of Experience with current firm (if applicable), Description of Experiences with Similar Activities.
- GWMA will not consider or accept subcontractors as part of this contract to perform the accounting services and to work directly with GWMA staff.

Client References

- Provide a minimum of three (3) references, two (2) of which the assigned individual must have knowledge of public entity and grant funding accounting practices.



Scope of Services

- Provide scope of services, with approach and understanding. List assumptions.

Proposed Fee

- Cost details, including the hourly rates of each of the individuals who will perform services, all expenses and a total “not to exceed” annual amount.

Submission of a Proposal constitutes acceptance of Professional Services Agreement attached as Attachment A unless for exceptions that are noted with the submission and are approved by GWMA.

SOQs shall not be more than 15 pages. This includes the SOQ cover and Table of Contents.

SELECTION CRITERIA

The selection criteria used in awarding a contract or agreement for professional services as described above, all of which are required, shall include the following:

1. Qualifications of the individual(s) who will perform the tasks and the amounts of their respective participation;
2. Relevant experience (public agency and water) and strength of references;
3. Ability to perform tasks in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitive billing rates and the total not-to-exceed fee proposal.

SUBMISSION REQUIREMENTS AND DEADLINE

Proposals must be electronically delivered no later than February 17, 2023 at 4:00 PM (PST) to:

Ms. Traci Gleason
tgleason.gateway@gmail.com

Hardcopies will not be accepted.



ATTACHMENT A
PROFESSIONAL SERVICE AGREEMENT

PROFESSIONAL SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective <DATE> and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and <COMPANY NAME> (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

The parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall provide the services (the “Services”) described in the Scope of Services, attached as Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. GWMA may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant’s Proposal, the provisions of this Agreement shall control.

SECTION 2 - TIME FOR PERFORMANCE

The term of this Agreement shall commence on the effective date of this Agreement and expire on <EXPIRATION DATE> unless earlier terminated in accordance with the terms of this Agreement or extended by the Executive Officer or GWMA Chair. GWMA may, at its option, extend this Agreement for two (2) additional one year terms upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the Term. In no event shall this Agreement be extended beyond <TWO YEARS AFTER EXPIRATION DATE>. Such extension shall be at the same price and conditions as set forth herein.

SECTION 3 - STANDARD OF PERFORMANCE

Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and regulations. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or other similar requirements necessary for Consultant’s performance of services under this Agreement.

SECTION 4 - OWNERSHIP OF WORK PRODUCT

Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively “work product”) are GWMA’s property. All copyrights that arise from work product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA’s use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the

Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit A. In no event shall Consultant be paid more than <AMOUNT> (\$<NUMERIC AMOUNT>) per year for all such Services, based on a time and materials not-to-exceed basis, as set forth in Exhibit A.

Consultant shall perform the Services for the amount(s) listed for each scope of work. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Executive Officer or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Executive Officer or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: <COMPANY NAME AND ADDRESS>.

SECTION 6 - INDEPENDENT CONTRACTOR

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

SECTION 7 - CONFLICT OF INTEREST

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

SECTION 8 - INDEMNIFICATION

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

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents,

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

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees’ right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees’ right to recover under this Section 8. Consultant shall pay Indemnitees for any attorney’s fees and costs incurred in enforcing these indemnification provisions.

SECTION 9 - INSURANCE

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

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Consultant’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0001, Code I, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Consultant (whether owned, non-owned, hired or scheduled). The Consultant’s insurance policy shall include or be

endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and

Workers’ compensation and Employer’s Liability: Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant’s right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

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

SECTION 10 - TERMINATION

Termination by GWMA. The Executive Officer or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days’ written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days’ written notice to GWMA only in the event of a material default by GWMA, which default GWMA

has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 10, if the Executive Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

SECTION 12 - ADMINISTRATION

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

SECTION 13 - NOTICES

Any routine administrative communication between the Executive Officer and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 13. All notices shall be delivered to the parties at the following addresses:

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

If to Consultant: <NAME>
<ADDRESS>
<EMAIL>

SECTION 14 - COMPLIANCE WITH LAWS

The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement. GWMA and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

SECTION 15 - INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to GWMA a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of GWMA. Neither GWMA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of GWMA.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GWMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GWMA. GWMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder

SECTION 16 – WAIVER

No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

SECTION 17 - ATTORNEY'S FEES

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

SECTION 18 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

SECTION 19 - ASSIGNMENT AND DELEGATION

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

SECTION 20 - MODIFICATION

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

SECTION 21 - SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

SECTION 22 - CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

SECTION 23 - EXHIBITS

Exhibit A constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Agreement on the date set forth in the introductory clause.

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

<COMPANY NAME>

By: _____

Name: Adriana Figueroa

Title: Chair

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Nicholas R. Ghirelli

Title: General Counsel