

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between the City of Manhattan Beach, a California municipal corporation ("City") and McGowan Consulting, LLC, a California limited liability company, ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party". The date the City Council approves this Agreement shall be the date this Agreement is effective ("Effective Date").

RECITALS

A. City desires to utilize the services of Consultant as an independent consultant to provide environmental consulting services pertaining to the implementation of the municipal separate storm sewer system permit (MS4) under the requirements of the Federal Clean Water Act.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") to provide environmental consulting services pertaining to the implementation of the municipal separate storm sewer system permit (MS4) under the requirements of the Federal Clean Water Act, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Kathleen McGowan, Principal (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. 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, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through June 30, 2030 ("Original Term"), unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager or their designee may extend the time of performance in writing for two additional one-year terms ("extension"), or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated, or awarded to a new consultant.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. For the Original Term, Consultant shall be paid a compensation of \$528,700 (the "Maximum Compensation") for such Services. An additional contingency amount of \$52,870 for unforeseen or as-needed services is available. In no event shall the total compensation paid to the Consultant exceed \$581,570 for the Original Term.

1) For any extension approved by the City Manager or designee, City shall pay Consultant at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The cumulative total compensation for the Original Term and all extensions shall not exceed the total compensation for the Original Term of \$581,570 plus the City Manager's authority under Manhattan Beach Municipal Code Section 2.36.130, as may be amended thereto from time to time.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City

Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice via email to invoices@manhattanbeach.gov, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City 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 City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or

unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City 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 "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (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 Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the 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 the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or

threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing

Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out

the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar

days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. 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, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten 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, City 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.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

If to Consultant:

Erick Lee, Public Works Director
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, California 90266

Kathleen McGowan, Principal
McGowan Consulting, LLC
412 Olive Avenue, #189
Huntington Beach, California 92648
(310) 213-4979
kathleen@mcgowan.consulting

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
(310) 802-5061
qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of 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 City's prior written consent. City'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 City 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.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, 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 shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to

be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B 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.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. “Business days” means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys’ Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. 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.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. 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.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

McGowan Consulting, LLC,
a California corporation

By: _____

Name: Talyn Mirzakhian

Title: City Manager

Date:

By: _____

Name: Kathleen McGowan

Title: Principal

Date:

ATTEST:

By: _____

Name: Liza Tamura

Title: City Clerk

Date:

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow

Title: City Attorney

Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer

Title: Acting Finance Director

Date:

APPROVED AS TO CONTENT:

By: _____

Name: Erick Lee

Title: Public Works Director

Date:

EXHIBIT A

SCOPE OF SERVICES

The scope of services described herein is designed to support the City of Manhattan Beach in the implementation of programs and projects required for compliance with the Regional Phase I MS4 NPDES Permit – Order No. R4-2021-0105 – NPDES Permit No. CAS004004 Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (Regional Permit).

The Regional Permit will expire on September 11, 2026; however, the California Code of Regulations specifies that the terms and conditions of an expired permit are automatically continued pending the issuance of a new permit. Consequently, Permittees must continue to implement the requirements of the Regional Permit until a new one is adopted. While the process of negotiating new MS4 Permit terms may begin sometime within the next five years, based on previous experience with LA Water Board permit cycles it is unlikely a new MS4 Permit will become effective within the term of this scope of services. As such, the level of effort for this scope of services assumes a continuation of current Regional Permit programs and projects and no significant new effort to implement new permit provisions.

This scope of services is organized to align with the Stormwater Management Program elements of the Regional Permit:

- Task 1 - Program Management, Reporting & Regulatory Support
- Task 2 - Public Information & Participation Program Assistance
- Task 3 - Commercial Facilities Control Program Assistance
- Task 4 - Planning & Land Development and Construction Programs Support
- Task 5 - Public Agency Activities Program Support
- Task 6 - Illicit Discharge Detection & Elimination Program Support

Task 1 Stormwater Program Management, Reporting and Regulatory Support

Implementation of Regional Permit requirements requires effective coordination across a wide range of municipal activities. It also necessitates ongoing communication amongst co-permittees and various stakeholders of the Regional Permit, and as-needed support for City staff in response to regulatory actions. Task 1 is focused on stormwater program planning, reporting, coordination and regulatory support.

Subtask 1.1 Project Management, Coordination and Communication

This subtask provides for McGowan Consulting to perform project management activities necessary to deliver the scope of services in a timely and cost-efficient manner. These include task management, internal coordination and planning, meetings and regular communication with City staff on action items and pending decisions needed, as well as overall project and budget management.

Subtask 1.2 Regional Permit Individual Annual Reporting

The Regional Permit requires the City to submit an Individual Annual Report to the Los Angeles Regional Water Quality Control Board (LA Water Board) by December 15 covering activities implemented during the preceding fiscal year (July 1-June 30). This report must include but is not limited to detailed reporting of Regional Permit implementation costs, implementation of Regional Permit Minimum Control Measure Programs, non-stormwater prohibition effectiveness, and Total Maximum Daily Load (TMDL) implementation and compliance. Additionally, the State Water Resources Control Board in January 2025 adopted a Statewide Water Quality Control Policy for Standardized Cost Reporting in Municipal Stormwater Permits requiring tracking and submittal of the City's fiscal year costs for implementing the Regional Permit via a newly developed statewide MS4 Cost Data Portal beginning in FY2026-2027. This new policy will directly impact how the City tracks and reports its costs for implementing the Regional Permit beginning July 1, 2026.

The City is also obligated to contribute information on its progress toward meeting Watershed Management Program (WMP) milestones for inclusion with the Beach Cities Watershed Management Group's semi-annual Watershed Progress Reports. This information is submitted via the County-wide Watershed Reporting Adaptive Management & Planning System (WRAMPS) online reporting tool (wramps.org/app/). Submittal of a Receiving Water Limitations (RWL) Compliance Report could be necessary during one or more reporting years, however this cannot be predicted since it is dependent on whether annual monitoring data indicates the need to do so and whether the recent Supreme Court decision in *City and County of San Francisco v Environmental Protection Agency (No. 23-753)* will affect the RWL provisions of the Regional Permit. As such, it is assumed that if a RWL Compliance Report is necessary in a particular reporting year, McGowan Consulting's effort for preparation of that report would be drawn from the annual contingency.

This subtask covers McGowan Consulting's preparation of the City's Individual Annual Report and attachments following the required format and content prescribed in the Regional Permit. A higher allocation of effort is included in FY2026-27 and FY2027-28 to allow for increased assistance to the City in tracking its Regional Permit implementation costs in accordance with the new statewide cost reporting policy and for reporting these costs utilizing the new statewide MS4

Cost Data Portal for the first time. Time is also allocated in this subtask for McGowan Consulting to update necessary watershed control measure information in WRAMPS for submittal to the Beach Cities Watershed Coordinator in support of the Beach Cities Watershed Progress Reports.

The following schedule allows sufficient time for McGowan Consulting to prepare the draft report and attachments, for City staff to review and comment, and for final report preparation and submittal by regulatory deadlines. By August 1 following the close of the fiscal year, McGowan Consulting will provide City staff a detailed list of information needed to complete the Individual Annual Report. Given receipt of the requested information in electronic format from City staff by September 15, a draft Individual Annual Report will be prepared and provided for City staff review by November 1. Following receipt of comments from City staff, McGowan Consulting will revise and finalize the annual report for City management staff approval and signature prior to the December 15 submittal deadline. A two-week turnaround for consolidated City staff comments on the draft report and a single revision of the annual report are assumed in this schedule. Following submittal of each Individual Annual Report to the Regional Board, McGowan Consulting will provide City staff a PDF copy of the final Individual Annual Report, including all attachments, along with a link to a digital folder containing supporting files for City staff to download and file internally.

Subtask 1.2 Annual Deliverables:

- Draft and Final Regional Permit Individual Annual Reports, including link to digital folder containing supporting files for City's records

Subtask 1.3 Permit-wide Planning and Regulatory Support

This subtask provides for McGowan Consulting to track and review regulatory actions affecting the City's stormwater program such as new or revisions to statewide policies, NPDES permit actions impacting Regional Permit implementation, and Total Maximum Daily Load (TMDL) reconsiderations or issuance of new TMDLs. This subtask also includes time for McGowan Consulting to attend and participate in virtual meetings with other MS4 permittee representatives and various stakeholders to share information, resources and address challenges cooperatively. Examples of such meetings include Los Angeles Permit Group meetings, California Stormwater Quality Association (CASQA) seminars and sub-committee meetings, and periodic LA Water Board meetings. Consulting time for attending meetings and performing some services in common for multiple clients has been reduced in this task to account for distribution of time (cost-sharing) between clients.

A somewhat higher allocation of effort is included in FY2027-28, FY2028-29 and FY2029-30 to provide for McGowan Consulting support for potential negotiations with the LA Water Board on the issuance of a new MS4 Permit. This effort allows for participation in potential LA Water Board workshops, review and comment on tentative permit documents, hearings and permit

negotiation meetings, but assumes that a new MS4 Permit will not be adopted within the term of this scope of services.

Subtask 1.4 Safe Clean Water Municipal Program Planning & Reporting

The Safe Clean Water (SCW) Program, also known as Measure W, provides dedicated funding for stormwater activities that improve water quality and assist permittees in compliance with the Regional Permit while also delivering other co-benefits to Los Angeles County communities. The City receives approximately \$410,000 annually in Municipal SCW Program funds to use on local projects and programs that achieve SCW Program goals. The City has annual planning and reporting responsibilities for the expenditure of these funds which are outlined in its Transfer Agreement with the Los Angeles County Flood Control District's (District).

This subtask provides for McGowan Consulting to prepare drafts of the required Municipal SCW Annual Plans and Annual Expenditure Reports, which are due on April 1 and December 31, respectively. These plans and reports must be prepared and submitted to the District via the SCW online reporting tool following the structure and detailed content required by the tool. They are also posted on the Safe Clean Water Program website (SafeCleanWaterLA.org) for public transparency and accountability. The Annual Plan must describe the projects, programs, and other activities the City intends to fund with Municipal SCW Program funds in the upcoming fiscal year. The Annual Expenditure Report must describe how the City expended its Municipal SCW funds during the preceding year and whether these expenditures aligned with the Annual Plan prepared for that year. Authorized City staff must approve and submit the final deliverables to the District through the SCW online reporting tool.

To allow time to prepare and submit the appropriate deliverables on time, the following schedules are proposed:

- **Municipal SCW Annual Plan:** McGowan Consulting will meet with City staff annually in January to consult on anticipated Municipal SCW Program expenditures for the upcoming fiscal year. A draft Municipal SCW Annual Plan will then be prepared for City staff review by March 1.
- **Municipal SCW Annual Report:** After the close of each fiscal year, McGowan Consulting will work with City staff to obtain the information necessary to complete the Annual Expenditure Report. Assuming McGowan Consulting is in receipt of all needed

information by October 15, a draft Annual Expenditure Report will be prepared for City staff review by November 1.

- Comment/Review: A two-week turnaround for consolidated City staff comments and a single revision of the Annual Plan and Annual Expenditure Report are assumed.

An additional allocation of time is also included in this subtask in FY2026-27 to provide as-needed support to City staff in assembling requested information for the 3-year independent audit of Municipal SCW funds due in March 2027. An allocation of time is also included in FY2027-2028 to assist City staff with the execution of a new Transfer Agreement with the District prior to expiration of the current Transfer Agreement in June 2028.

It is assumed that the City will be responsible for procuring and directing the independent 3-year financial audit of its SCW program payments as required by the SCW Transfer Agreement. It is further assumed that City staff will conduct the necessary steps to execute the new Transfer Agreement with the District and that McGowan Consulting's role will be limited to supporting the compilation of appropriate documentation, communication with District SCW Municipal Program team members, and assistance using the online SCW Reporting tool to upload documentation and complete forms. It is understood that City staff will be responsible for adherence to the SCW Program financial documentation and audit requirements, compliance with its revenue transfer agreement requirements, operation in accordance with best practices and strict accountability for funds, receipts and disbursements as delineated in the SCW Program Municipal Program Transfer Agreement.

Subtask 2.2 Annual Deliverables:

- Draft and Final Municipal SCW Annual Plans
- Draft and Final Municipal SCW Annual Expenditure Reports

Task 2 Public Information and Participation Program Assistance

The Regional Permit requires the implementation of a Public Information and Participation Program (PIPP) that addresses specific Regional Permit and Beach Cities WMP outreach and engagement requirements, including the tracking and reporting of metrics on the effectiveness of PIPP activities. This scope assumes the City will continue to meet these requirements through a combination of individual outreach activities by the City, collaboration with the Beach Cities WMG agencies on joint outreach dissemination, promotion of local events and workshops, and participation in County-wide outreach and engagement efforts.

McGowan Consulting will work with City staff to track and compile metrics on appropriate outreach activities in the City's PIPP Metrics spreadsheet database for each reporting year. These metrics will then be incorporated into the appropriate sections of the City's Individual Annual Report prepared under Subtask 1.2. This task also provides for McGowan Consulting to support the City in the dissemination of stormwater-related public outreach materials, which may include

but is not limited to: reviewing and recommending additions or changes to City webpage material, coordination with City staff to disseminate information via the City's social media channels and e-newsletters, tracking regional and statewide stormwater education and engagement efforts and materials and assistance customizing available public outreach material prepared by other groups such as LA County, CASQA and the Beach Cities Watershed Management Group.

It is understood that the City will continue to implement its ongoing individual outreach programs such as: maintaining pet waste collection stations in municipal parks and along the greenbelt, implementing the Plastic Free MB and Ocean Protection campaigns and promoting regional events pertinent to its stormwater program to residents and businesses. It is further understood that the City's solid waste franchise contract and Recycled Beverage Container and Oil Payment Program implemented by other contract service providers will continue to distribute information to residents on proper management and disposal of vehicle wastes, household hazardous and other wastes, construction wastes, green and organic waste and animal waste. If printing or mailing of public outreach materials is needed, it is assumed that service will be performed by City staff in-house, through direct purchase orders with outside vendors.

Task 3 Commercial and Industrial Facilities Program Assistance

The Regional Permit requires the implementation of a Commercial and Industrial Facilities Control Program to ensure that good housekeeping and source control best management practices (BMPs) are being implemented at commercial facilities considered to be 'critical sources' of pollutants in stormwater including restaurants, nurseries/garden centers, automotive service facilities, retail gasoline stations, and facilities subject to the Industrial General NPDES Stormwater Permit (IGP). The requirements of this program include:

1. Maintaining an electronic inventory of critical source facilities with specified fields. The inventory must be updated at least every two years.
2. Notifying owners/operators of critical source facilities of required BMPs applicable to their facilities at least once during the Regional Permit term.
3. Inspecting critical source facilities at least every two years.¹
4. Implementing a targeted business assistance program to provide technical guidance and educational information.

¹ Consistent with commitments in the Beach Cities WMP, the City implements an enhanced annual restaurant inspection program for food service establishments, while the other types of commercial and industrial facilities are inspected biennially.

5. Progressive enforcement at non-compliant facilities to obtain compliance within a reasonable period.

The scope of services for this program is focused on assisting with requirements Nos. 1, 2 and 4, above, since the City contracts separately for the required facility inspections and conducts as-needed progressive enforcement through combined services of the contract inspector and in-house code enforcement staff to meet requirements Nos. 3 and 5 above. This task provides for McGowan Consulting to coordinate with the City's contracted inspector to obtain access to and review inspection results, assist in flagging facilities exhibiting stormwater code violations not corrected during follow-up inspections that may require City Code Enforcement action, and maintaining the City's Commercial/Industrial Facilities spreadsheet inventory. Based on the enhanced frequency of restaurant inspections, that portion of the facility inventory will be maintained annually based on the results of inspections, while the other commercial and industrial facilities portions will be maintained biennially in synchrony with the inspection cycle. It is assumed that the City's inspection contractor(s) will continue to provide electronic copies of or links to digital versions of completed facility inspection forms, will conduct follow-up inspections as appropriate, and assist the City in progressive enforcement for non-compliant facilities. It is also assumed that the inspection contractor will self-certify that its inspectors have been trained consistent with Regional Permit requirements and as such, training of the inspectors is not included in this scope of services.

At least once every two years, the Commercial/Industrial Facilities inventory must be updated based on the collection of new information obtained through field activities or informational databases such as the City's Business License Database. The City's Commercial/Industrial Facilities inventory was last updated based on business license data provided by the City in FY2024-25; therefore, the next updates will be required in FY2026-27 and FY2028-29. Accordingly, this task provides for McGowan Consulting to perform an update of the City's Commercial/Industrial Facilities inventory in FY2026-27 and FY2028-29. During these years, McGowan Consulting will request an output file from the City's Business License Database which will be used to perform this update. It is assumed that the City's Business License division will be responsible for identifying new industrial businesses via Standard Industrial Codes and requiring proof of IGP coverage prior to issuance/renewal of a business license for these facilities as required by CA Senate Bill 204 (2019).

The requirement to notify owners/operators of critical source facilities at least once during the Regional Permit term of their obligation to implement best management practices (BMPs) for stormwater pollution prevention was met in June 2023 for restaurants and in January 2025 for auto facilities and nurseries. Thus, the scope herein provides for assistance from McGowan Consulting to notify the City's industrial facilities of BMP obligations once prior to the Regional Permit's September 2026 expiration, i.e. in FY2025-26. Upon the City's determination that

additional businesses in the City should be subject to the IGP in addition to the one (1) known IGP No Exposure Certified facility, McGowan Consulting in consultation with City staff will plan an outreach methodology appropriate to the number and type of IGP facilities identified to facilitate their efforts to comply with the IGP. In addition, newly opened commercial and industrial facilities identified during inspections and/or updates of the City's Commercial/Industrial Facilities inventory will need to be provided outreach on BMPs. This task includes a small allocation of effort annually to compile existing outreach materials for dissemination to newly identified facilities.

This task also provides for McGowan Consulting to work with City staff to implement the required Business Assistance Program, which will provide targeted technical information on pollution prevention to specific businesses, business sectors or small businesses based on issues/findings from facility inspections. In FY2025-26, it is assumed that this requirement will be targeted to newly identified IGP facilities. In subsequent years, McGowan Consulting will consult with City staff to identify businesses which may need targeted technical assistance.

Task 3 Annual Deliverables

- Maintenance of Commercial/Industrial Facilities Inventory following each round of inspections

Task 4 Planning & Land Development and Construction Programs Support

The Planning & Land Development and Construction Programs are both applicable to public and private development projects and there are separate and cross-cutting requirements in these programs.

Subtask 4.1 Planning & Land Development Program Support

The Planning and Land Development provisions of the Regional Permit require the City to ensure that both private development and public capital improvement projects meeting certain criteria for Priority Development Projects are designed and constructed with permanent measures to reduce storm water pollutant loads via so-called Low Impact Development (LID) requirements. Staff responsible for implementing this program must be annually trained; newly hired staff must be trained within 180 days of starting work.

This subtask provides for McGowan Consulting to prepare and deliver annual training for Community Development and Public Works staff on the City's Planning & Land Development Program requirements which have been streamlined/customized under the Manhattan Beach Municipal Code §5.84.100. Accordingly, annual training will be customized to cover both the City's specific requirements as well as overall Regional Permit requirements for Priority Development Projects. The method for delivery of the training may vary from year-to-year to encourage engagement and best meet City staff's needs and may utilize: virtually accessible

videos, short online assessments, printed training materials, or synchronous virtual training sessions. The City's Plan Review Consultant may be invited to review materials or participate in training activities as appropriate or may self-certify that its targeted staff have been effectively trained.

In addition, this task provides for McGowan to update the Priority Development Project data in the WRAMPS online database with new information received from City staff for tracking and annual reporting purposes. It is assumed that Public Works Engineering staff or the City's plan check contractor will provide all necessary information on newly reviewed or previously constructed Priority Development Projects in the WRAMPS bulk upload spreadsheet with sufficient detail to allow McGowan Consulting to populate the required information for each project in WRAMPS2. If it becomes necessary for McGowan Consulting to review Priority Development project plans to obtain the necessary LID information, with approval by City staff this effort would be drawn from the annual contingency.

Subtask 4.1 Annual Deliverables

- Training materials customized for Community Development and Public Works staffs on Planning and Land Development Program requirements

Subtask 4.2 Construction Program Support

The City is required to implement a Construction Program to track and ensure effective BMPs are being implemented on construction projects/activities involving land disturbance, including construction, demolition, clearing, grading, grubbing, soil compaction, excavation, paving or repaving. The City must ensure that construction sites disturbing one or more acres obtain coverage under the Statewide Construction General Stormwater NPDES Permit (CGP) and have received approval of any required LID Plan prior to issuing the project a grading or building permit. The City must also inspect these for effective stormwater BMPs at frequencies consistent with the Regional Permit requirements. Accordingly, all City staff whose primary job duties are related to implementing the Construction Program must be trained annually.

This subtask provides for McGowan Consulting to prepare and deliver training for Community Development and Public Works staff on the Construction Program requirements of the Regional Permit. The method for delivery of the training may vary from year-to-year depending on City staff's needs and may include: virtually accessible videos, short online assessments, printed training materials, or synchronous virtual training sessions. A small allocation of time is also included in this task for McGowan Consulting to track construction sites enrolled in the CGP through the State Board's online SMARTS system on a quarterly basis to identify new sites in the system, track the status of sites, and advise City staff of issues of concern identified by this online review.

The training provided by McGowan Consulting is primarily focused on the Regional Permit Construction Program requirements and is not equivalent to the three- or two-day training required for practitioners of the CGP, therefore it is assumed that the City will utilize contracted or in-house practitioners that are trained and knowledgeable in CGP requirements for construction of municipal capital improvement projects disturbing one acre or more consistent with the State Qualified QSD/QSP Practitioner program.

Subtask 4.2 Annual Deliverables

- Training materials prepared for Community Development and Public Works staffs on the Regional Permit Development Construction Program requirements

Task 5 Public Agency Activities Program Support

The Public Agency Activities program requirements of the Regional Permit focus on public works maintenance and capital improvement activities. BMPs must be implemented to minimize water quality impacts from the maintenance of public facilities, including the MS4 system, water utility, streets, parks, recreational and other municipally owned or operated facilities. In addition, the City is committed to the construction of multi-benefit capital improvement projects to meet water quality objectives as outlined in the Beach Cities WMP. McGowan Consulting's assistance to City staff in carrying out this program is divided into three subtasks.

Subtask 5.1 Public Agency Activities Support and Training

The Public Agency Activities Program of the Regional Permit requires the City to implement BMPs to ensure that municipal facilities and maintenance activities are not sources of pollutants to the MS4 and to annually train all employees in targeted positions on the implementation of these BMPs. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance and trash collection. Training must address the overarching requirements of the Regional Permit and cover specific requirements applicable to various City staff and contractors in their day-to-day work. Note, private contractors are allowed to self-certify their staff is appropriately trained so long as documentation to that effect is provided. The Regional Permit also specifies that contractors hired by the City to perform public works services that may affect stormwater quality be contractually obligated to implement and maintain BMPs specific to the work they are conducting.

The City is also required to maintain an electronic inventory of public facilities and activities that are potential sources of pollutants and the BMPs being implemented to reduce pollutants in stormwater discharges from these facilities. The accuracy of the inventory is required to be verified once during the permit term. The City's facility inventory in spreadsheet format was last comprehensively revised and verified in FY2023-24 and thus does not need to be reverified under this scope of services. Incorporation of the municipal facility inventory into GIS is recommended

but not required by the Regional Permit and it is assumed that if the City determines to convert the inventory to GIS, this conversion will be performed by City GIS staff.

This subtask provides for McGowan Consulting to prepare and deliver annual training for targeted City Public Works staff and contracted service providers on BMPs for municipal facility operations and public works maintenance activities with the potential to impact stormwater quality. The method for delivery of the training may vary from year-to-year depending on City staff's needs and may include but are not limited to virtually accessible videos, short online assessments, or synchronous virtual training sessions. This subtask also provides for McGowan Consulting to support City staff in ensuring private contractors are contractually obligated and trained to implement appropriate BMPs, which support could include the preparation of draft template language for public works contracts, preparing template letters requesting training self-certification documentation, and/or reviewing Public Works service contracts to ensure they require appropriate BMPs.

A small allocation of time is provided for McGowan Consulting to maintain the spreadsheet-based municipal facility inventory as directed by City staff when facilities are modified, redeveloped or newly constructed.

Subtask 5.1 Annual Deliverables:

- Training materials prepared for targeted Public Works staff and contractors on public facility and activity BMPs

Subtask 5.2 Stormwater Capital Project Planning & Funding Support

This task provides for McGowan Consulting to assist City staff as needed during the preliminary planning and funding phases of stormwater Capital Improvement Projects necessary to meet water quality objectives. The level of effort in this subtask is anticipated to be sufficient to assist the City in preparing up to one (1) full grant proposal per year or at City staff's direction will be utilized to support related planning and funding efforts. Effort under this subtask may include: reviewing design concepts for stormwater capital projects to ensure they align with funding program objectives; assisting City staff in developing RFPs for stormwater capital project engineering services to develop project concepts for funding opportunities; preparing and compiling necessary narratives and supporting information for funding applications, attendance at funding workshops or meetings with funding staff as needed, support for City staff in responding to questions from the funding staff, and other efforts related to securing a final funding agreement.

For purposes of developing competitive funding applications, it is assumed that City staff will provide McGowan Consulting with detailed project descriptions, preliminary designs or feasibility studies, supporting maps or schematic drawings as requested by the funding solicitations, and

detailed project design and/or construction budget estimates to support the funding applications. City staff will also obtain any necessary City Council resolutions approving the funding applications. Consulting assistance during design and construction of Stormwater Capital Improvement Projects is excluded from this task since such assistance is provided to City Engineering staff by McGowan Consulting via a separate professional services agreement with Public Works Engineering Division.

Task 6 Illicit Discharge Detection and Elimination Program Support

The City's Illicit Discharge Detection and Elimination (IDDE) program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. City staff who may encounter or otherwise observe an illicit discharge are required to be trained annually on the IDDE Program requirements.

This subtask provides for the annual preparation and delivery of training for targeted City staff and contracted service providers on detecting, identifying, reporting and eliminating illicit discharges. The method for delivery of the training may vary from year-to-year depending on City staff's needs and may include, but is not limited to: virtually accessible videos, short online assessments, printed training materials, or synchronous virtual training sessions.

The City's IDDE procedures manual is required to be updated once during the Regional Permit term and was last revised in FY2023-24, thus it is assumed that it will not need to be updated under this scope of services.

Task 6 Annual Deliverables:

- Training materials prepared for targeted City staff and contractors on the IDDE Program requirements

Cost Estimate

McGowan Consulting will deliver the services described in the foregoing Scope of Services over the next five (5) fiscal years from July 2025 through June 2030 for \$528,700 based on time and materials broken down by task and fiscal year as detailed in the attached Budget Table. Consulting time for attending some meetings and performing some services in common for multiple clients has been reduced in the budget to account for distribution of McGowan Consulting time among municipal clients; such tasks are denoted with an asterisk (*) in the budget table. To provide flexibility to best meet the needs of the City in addressing the requirements of the Regional Permit over the course of the five-year term of the scope of services, it is assumed that reallocation of level-of-effort between tasks may occur within the baseline scope of services for a given fiscal year so long as annual deliverables are met and the fiscal year total budget amount is not exceeded.

Labor rates for FY2025-26 are shown in the Rate Schedule and include automobile mileage, parking fees, and routine printing and copying; labor rates for subsequent fiscal years will be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor - Bureau of Labor Statistics. Invoices will be submitted based on actual time expended by each McGowan Consulting staff member in accordance with the rate schedule. Other direct costs chargeable to the project may include subcontracted graphic design, illustration, and translation services; courier services; and other direct project costs not specifically included in labor rates.

It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements, issuance of new NPDES permits, new/emerging regulatory issues, or enforcement actions that may necessitate additional unanticipated support. Due to this uncertainty, an annual 10% contingency is recommended in the budget to address unforeseen impacts to the scope of services. Inclusion of the recommended annual 10% contingency results in a total **not-to-exceed contract amount of \$581,570 for the five (5) fiscal years combined**. McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. The use of contingency funds will be subject to City staff approval and such approval will be documented via email from the Director of Public Works or Utilities Division Manager to McGowan Consulting.

EXHIBIT B APPROVED FEE SCHEDULE

	Budget Table - Municipal Stormwater Permit Consulting Services										
		FY2526		FY2627		FY2728		FY2829		FY2930	
Task	Description	Hours	Estimated Costs	Hours	Estimated Costs	Hours	Estimated Costs	Hours	Estimated Costs	Hours	Estimated Costs
1.1	Project Management, Coordination, and Communication	72	\$12,900	72	\$13,400	72	\$13,900	72	\$14,500	72	\$15,100
1.2	Regional Permit Individual Annual Reporting	80	\$13,700	100	\$17,800	100	\$18,500	90	\$17,300	90	\$18,000
1.3 *	Permit-wide Planning and Regulatory Support	24	\$4,300	24	\$4,500	42	\$8,100	42	\$8,500	42	\$8,800
1.4	Safe Clean Water Municipal Program Planning and Reporting	52	\$8,900	70	\$12,400	60	\$11,100	60	\$11,500	60	\$12,000
2	PIPP Assistance	20	\$3,400	20	\$3,600	20	\$3,700	20	\$3,800	20	\$4,000
3	Commercial and Industrial Facilities Program Assistance	38	\$6,300	58	\$10,100	38	\$6,900	58	\$10,900	38	\$7,400
4.1	Planning & Land Development Program Support	30	\$5,400	30	\$5,600	30	\$5,800	30	\$6,000	30	\$6,300
4.2 *	Construction Program Support	20	\$3,600	20	\$3,700	20	\$3,900	20	\$4,000	20	\$4,200
5.1 *	Public Agency Activities Program Support	50	\$8,600	50	\$8,900	50	\$9,200	50	\$9,600	50	\$10,000
5.2	Stormwater Capital Project Planning & Funding Support	100	\$17,900	100	\$18,600	100	\$19,400	100	\$20,100	100	\$20,900
6 *	IDDE Program Support	30	\$5,300	30	\$5,500	30	\$5,700	30	\$6,000	30	\$6,200
Other Direct Costs			\$500		\$550		\$600		\$650		\$700
Subtotal All Tasks		516	\$90,800	574	\$104,650	562	\$106,800	572	\$112,850	552	\$113,600
10% Contingency			\$9,080		\$10,465		\$10,680		\$11,285		\$11,360
Total All Tasks			\$99,880		\$115,115		\$117,480		\$124,135		\$124,960
Total All Fiscal Years: FY2025-26 thru FY2029-30			\$581,570								
* Indicates tasks that incorporate cost/labor savings due to work performed in common for more than one municipal client											

Fiscal Year 2025-26²

Professional/Staff Rates

Principal	\$194 per hour
Sr. Scientist	\$164 per hour
Staff Scientist	\$80 per hour

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

² Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles-Riverside-Orange County area as calculated by the U.S. Department of Labor Bureau of Labor Statistics