

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 5, 2019 ("Effective Date") and 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".

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide stormwater quality and watershed protection consulting services.

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") for stormwater quality and watershed protection consulting services, attached as **Exhibit A**. City 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.

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 January 5, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$49,899.00 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of \$49,899.00.

C. Unauthorized Services and 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 or expenses 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. 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, 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. 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 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. 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. 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).

3) 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 \$1,000,000.00 per claim and \$2,000,000.00 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. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. 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, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, 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:

Attn: Shawn Igoe
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310-802-5315

If to Consultant:

Kathleen McGowan
McGowan Consulting, LLC
412 Olive Avenue, #189
Huntington Beach, California 92648
Telephone: 310-213-4979

Email: sigoe@citymb.info

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310-802-5061
Email: 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. 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 reasonable attorneys' fees, experts' fees, and other costs 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 limited liability company

By: 

Name: Bruce Moe
Title: City Manager

By: 

Name: Kathleen McGowan
Title: Principal

ATTEST:

By: 

Name: KATHLEEN C. MCGOWAN
Title: OWNER/PRINCIPAL

By:  8-19-19

Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: 

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A
SCOPE OF SERVICES

McGOWAN CONSULTING, LLC
412 Olive Avenue, #189, Huntington Beach, CA 92648
310-213-4979 Kathleen@McGowan.Consulting

July 26, 2019

Stephanie Katsouleas, P.E., Director of Public Works
Shawn Igoe, Utilities Manager
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

RE: 5-MONTH PROPOSAL FOR MS4 PERMIT CONSULTING

Dear Ms. Katsouleas and Mr. Igoe:

McGowan Consulting respectfully submits this proposal to assist the City of Manhattan Beach (City) in implementing the requirements of the Municipal Stormwater Permit (MS4 Permit)¹ for the remainder of calendar year 2019. We specialize in providing top-notch, customized stormwater quality and watershed protection consulting services to municipal clients. Our staff are experts in resolving municipal stormwater regulatory and water quality challenges and we have an in-depth understanding of the City's stormwater quality needs and constraints.

This proposal provides a scope of work designed to assist the City in implementing its individual requirements under the MS4 Permit and represent the City's interests at stakeholder and Co-Permittee meetings while the next MS4 Permit is being negotiated.

McGowan Consulting also serves as watershed coordinator for the Beach Cities Watershed Management Group (WMG) to facilitate implementation of the Beach Cities CIMP and EWMP and watershed annual reporting; however, our watershed coordination work is covered in a separate scope of services consistent with the Beach Cities' memorandum of understanding for CIMP Implementation (Beach Cities CIMP MOU).

Scope of Services for MS4 Permit Consulting

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the MS4 Permit identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. Although the 4th term MS4 Permit expired in December 2017, the City is obligated to continue to comply with the permit requirements, including the elements of the approved Beach Cities EWMP and CIMP, until a new 5th term MS4 Permit is issued. Accordingly, this scope of services is based on the regulatory requirements of the current 4th term MS4 Permit. Given the recent outcome of the legal challenge on the 2012 LA MS4 Permit, we understand that the Regional Board staff are moving expeditiously to issue the next 5th term MS4 Permit and that a draft permit may be issued as early as August-September 2019 and that the Regional Board staff's objective is to hold an adoption hearing before the close of 2019 or very early 2020. As requested by City staff, the level of effort in this scope

¹ Order No. R4-2012-0175 NPDES as amended by Order WQ 2015-0075 Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach.

of services for the five months remaining in FY1920 is focused on essential tasks such as revising and finalizing the City's Individual Annual Report and in representing the City's interests during permit negotiations and does not assume any significant new effort to implement the 5th term MS4 Permit.

This scope of services is organized into tasks according to the following MS4 Permit program areas:

- Task 1 – Stormwater Program Management;
- Task 2 - Public Information and Participation Program;
- Task 3 - Industrial/Commercial Facilities Control Program;
- Task 4 - Planning & Land Development and Construction;
- Task 5 - Public Agency Activities Program; and
- Task 6 - Illicit Connection & Illicit Discharge.

Task 1 Stormwater Program Management

The MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of MS4 Permit activities across municipal functions. Task 1 is focused on providing assistance to the City in stormwater program management and coordination and annual reporting.

Subtask 1.1 Project Management, Coordination and Communication

This subtask provides an allocation of time for McGowan Consulting's project management, planning and coordination, and communication with City staff via email and telephone.

Subtask 1.2 Annual Reporting

The 4th term MS4 Permit requires the City to submit an annual report to the Regional Board by December 15th for the preceding reporting period (July 1st-June 30th). This subtask covers McGowan Consulting's effort to revise, finalize and submit the City's Individual Annual Report based on information to be provided by City staff covering activities implemented during the reporting year. Information requested from City staff may include but is not limited to:

- Budgetary information on stormwater expenditures in each category for the reporting year and projected budget for the next reporting year;
- Public outreach and education events and materials;
- Results of commercial inspections in electronic format;
- Low impact development (LID) project information for private and public development and redevelopment projects completed within the reporting year provided either in the County of Los Angeles Watershed Reporting Adaptive Management and Planning System (WRAMPS) spreadsheet or Project Information Form format;
- Building & Safety's storm-water related construction inspection and plan check review records (including SWPPP/ESCP review and approval);
- Public works capital improvement projects related to stormwater including details on the installation of certified full capture systems for trash such as: location description, latitude & longitude, installation date, tributary area, catch basin type, owner, and maintenance responsibility; and
- Illicit connection and discharge incident results and records, including enforcement actions taken.

Given timely receipt of the requested annual report information from City staff in the necessary electronic formats by September 30, 2019, a draft Individual Annual Report will be prepared and provided for City staff review by November 11, 2019. Following receipt of comments from City staff, the Individual Annual Report will be revised and finalized in the form of electronic PDF files. A three-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are assumed. Regional Board staff have previously requested that each Permittee's Individual Annual Report be submitted as an attachment to its Watershed Annual Report rather than separately; accordingly, McGowan Consulting will deliver the City's Individual Annual Report in the preferred electronic format to Regional Board staff along with the Beach Cities Watershed Annual Report. An electronic copy of the Individual Annual Report will be provided for the City's records.

Subtask 1.2 Deliverables:

- Draft and final Individual NPDES Annual Report

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time for McGowan Consulting to participate in MS4 Permit Co-Permittee meetings and coordination conference calls on the City's behalf in addressing Co-Permittee challenges cooperatively amongst the 84 Co-Permittees of the MS4 Permit. An allocation of time is provided for attendance at two (2) bi-monthly LA Permit Group Meetings. An allocation of ten (10) additional hours of time is included for McGowan Consulting to review and comment on the draft 5th term MS4 Permit and to prepare City-specific comments for review/consideration and submittal by City staff. Much of the work in this subtask such as attending meetings, reviewing and analyzing the draft permit and other regulatory actions will be performed in common for McGowan Consulting clients with similar interests and characteristics, and as such the effort assumed in this subtask is reduced based on cost-sharing among four clients. Time for attending Regional Board meetings and workshops during MS4 Permit negotiations is included in the Beach Cities Watershed Coordination scope of services and is thus excluded from this scope of services.

Subtask 1.4 South Bay WASC Representative Support

This subtask provides assistance to City staff serving as municipal representatives to the South Santa Monica Bay Watershed Area Steering Committee (WASC) under the Safe, Clean Water Program. Level of effort for WASC assistance assumes one McGowan Consulting staff person to attend and take notes at three (3) WASC meetings during the remainder of 2019 plus an additional six (6) hours of support to City staff for additional WASC representative responsibilities, such as assistance reviewing and commenting on WASC work products and projects. It is assumed that time for attending WASC meetings and note taking will be cost-shared with the Palos Verdes Peninsula municipal representative to whom McGowan Consulting will also be providing assistance.

Subtask 1.4 Deliverables:

- Attendance and notes for up to three (3) WASC meetings

Task 2 Public Information and Participation Program

Each MS4 Permittee is responsible for implementing a Public Information and Participation Program (PIPP) that addresses specific MS4 Permit and or EWMP requirements. Each of the required elements

of the PIPP may be met by the City either through a County-wide, watershed group, or individual program approach.

It is assumed the Los Angeles County Department of Public Works will continue implementing the following County-wide efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, and implementing a K-12 outreach program. It is also assumed that the Beach Cities WMG will continue to work jointly to develop and implement additional elements of the PIPP—effort to develop joint PIPP materials is included in the separate scope of services for Beach Cities WMG Coordination and is excluded from this scope of services. It is assumed 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 address the MS4 Permit requirement to distribute information to residents on proper handling of wastes such as vehicle waste fluids, household waste materials, construction waste materials, green waste and animal waste. Likewise, it is also assumed that the City will continue to implement its ongoing programs identified in previous Individual Annual Reports and the Beach Cities EWMP such as: equipping municipal parks and the greenbelt with pet waste collection stations and promoting West Basin Municipal Water Districts landscape irrigation efficiency and related programs to residents and businesses. Finally, it is assumed that printing of public education materials for distribution to the public will be procured directly by the City either in-house through direct purchase orders with vendors and such printing is excluded from this Scope of Services.

No need for assistance from McGowan Consulting in implementing the City-specific measures is anticipated during the remaining five months of 2019.

Task 3 Industrial & Commercial Facilities Control Program

The MS4 permit requires the implementation of an Industrial Commercial Facilities Control Program to track, inspect and verify that source control measures are being implemented at industrial and commercial facilities that are considered critical sources of pollutants in storm water. The City contracts separately for required stormwater inspections of commercial facilities within the City, including food service establishments, nurseries/garden centers, automotive service facilities, retail gasoline stations, and one (1) facility subject to the Industrial General Permit. Consistent with the Beach Cities EWMP, the City implements an enhanced Clean Bay Certified (CBC) program in partnership with The Bay Foundation for food service establishments via: annual inspections, an enhanced inspection checklist, and certificates issued to establishments that pass the inspection.

McGowan Consulting understands the City has contracted separately for CBC inspections and that results of inspections and copies of inspection forms will be provided to McGowan Consulting in electronic form. It is also assumed that the contractor conducting CBC inspections will perform any needed follow up inspections for MS4 Permit violations within 30 days of initial inspection and recommend any necessary code enforcement. It is assumed that City staff will be responsible for contracting for facility inspections and for distribution of CBC certificates or window clings to certified food service establishments. Update of the City's industrial commercial facility spreadsheet database will not be necessary until the close of the fiscal year 2019-20, and as such is not included within this scope of work.

This task allocates a modest effort for McGowan Consulting to assist City staff in identifying Clean Bay Certified (CBC) restaurants for certificate award based on review of online CBC inspection forms.

Task 4 Planning & Land Development and Construction Programs

The Planning and Land Development provisions of the MS4 Permit require the City to ensure that private and public development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with LID requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the City's Green Street Policy. The City is also responsible for ensuring that contractors implement a prescribed list of stormwater BMPs outlined in the MS4 Permit—the small site construction brochure developed jointly by the Beach Cities WMG is targeted at small construction sites for use by City Building & Safety staff to educate and enforce these requirements. The City is responsible for review and approval of construction plan documents for sites one acre or greater subject to the statewide Construction General Permit (CGP) and for inspections of CGP sites at frequencies consistent with the MS4 Permit requirements.

It is assumed that the City's Developer Guide to Stormwater LID Requirements will be finalized prior to August 5, 2019 and no further assistance from McGowan Consulting will be needed to revise the guide. Since Planning and Engineering staff were last trained in July 2019, no additional training is needed until 2020 after adoption of the next MS4 Permit. It is also assumed that the City is utilizing contracted or in-house Building and Safety inspectors that are trained and knowledgeable in CGP requirements for sites one acre and larger consistent with the State Board Qualified QSD QSP Practitioner program.

No need for assistance from McGowan Consulting in implementing the Planning & Land Development and Construction Programs is anticipated during the remaining five months of 2019, and as such no allocation of effort has been provided in this task.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses primarily on the activities of public works and community service staff and requires implementation of structural and source control measures to minimize water quality impacts from the operation and maintenance of public facilities, including parks, streets, recreational and other municipally owned or operated facilities, as well as from the municipal storm drain system. Since Public Works staff were trained in June 2019, no additional training is needed until 2020 after adoption of the next MS4 Permit.

Trash/Debris TMDL Support

Consistent with the revised milestones in the approved Beach Cities EWMP, by August 20, 2019 the City must prepare its compliance strategy for installation of full capture systems (FCS) for trash to attain the Santa Monica Bay Debris TMDL in areas of the City not tributary to planned regional BMP projects.

It is assumed that City staff will provide GIS-based mapping to support the compliance strategy including maps depicting:

- Santa Monica Bay and Dominguez Channel storm drain networks within the City and delineation of the drainage divide between them
- Locations of all existing and proposed certified FCS with GIS-based delineation of tributary areas to address the first 50% of Santa Monica Bay area not served by planned regional projects,
- Locations of remaining proposed certified FCS with GIS-based delineation of tributary areas to address the remaining 50% of Santa Monica Bay area not served by planned regional projects

- Delineation of Santa Monica Bay tributary areas served by planned regional projects.

An allocation of four (4) hours of effort is provided in this task for McGowan consulting to assist the City in revising/finalizing the Santa Monica Bay Debris TMDL compliance strategy for submittal with the City's Individual Annual Report. It is assumed that the strategy will have been drafted prior to August 5, 2019 and that City staff will be responsible for completing any further significant revisions prior to August 20, 2019.

This scope of services also assumes that the City will meet its required deadline for installation of FCS to address 50% of the areas not served by planned regional projects within the Santa Monica Bay watershed by March 20, 2020 and therefore excludes assistance in requesting a further amendment of the EWMP to provide additional time to meet this deadline.

Task 6 Illicit Connection & Illicit Discharge Elimination Program

The City's Illicit Connection and Illicit Discharge (ICID) Elimination program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's ICID procedures manual was updated in FY15-16 for consistency with the 4th term MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. Since two rounds of training of City staff in illicit discharge identification have been completed during the 4th term MS4 Permit, and additional training has been provided for newly hired engineering staff, no separate training of existing field staff is required until the 5th term MS4 Permit becomes effective.

No need for assistance from McGowan Consulting in implementing the Illicit Connection & Illicit Discharge Elimination Program is anticipated during the remaining five months of 2019, and as-such no allocation of effort has been provided in the budget for this program.

Cost of Services

McGowan Consulting will conduct the work effort during the period from August 5th through December 31st, 2019 as described in the above Scope of Services for an amount not to exceed \$9,664 as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City, it is understood that reallocation of level-of-effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. When possible, consulting time for attending meetings and performing tasks in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client. Subtasks where such cost-sharing has been assumed in the level of effort are identified with an asterisk in the Cost Breakdown (*). Invoices will be submitted based on actual effort expended in accordance with the attached rate schedule. Labor rates shown in the Rate Schedule include automobile mileage, parking fees, and routine printing and copying. Other direct costs chargeable to the project may include: subcontracted graphic design, illustration and translation services; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates.

McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements with the issuance of the 5th term permit, new/emerging regulatory issues, enforcement action or third-party lawsuits, or significant additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, we

are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope and budget adjustment to provide the City with additional consulting services to respond to meet the need.

Please do not hesitate to contact me if you have any questions or require additional information or scope clarification. Thank you for the opportunity to continue to work with you and your colleagues at the City of Manhattan Beach.

Sincerely,



Kathleen C. McGowan, P.E., ENV SP
Principal

Attachments:

Budget Tables
Rate Schedule

July 29, 2019

Stephanie Katsouleas, P.E., Director of Public Works
Shawn Igoe, Utilities Division Manager
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

RE: 5-MONTH PROPOSAL FOR BEACH CITIES WMG COORDINATION SERVICES

Dear Ms. Katsouleas and Mr. Igoe:

McGowan Consulting, LLC, is pleased to provide this proposal to the City of Manhattan Beach (City) to coordinate and implement watershed activities for the Beach Cities Watershed Management Group (BC WMG) for the remainder of calendar year 2019. McGowan Consulting has been providing these watershed coordination services to the BC WMG for the past four years and so we understand the particular needs and characteristics of this group and the watershed area that is managed by the BC WMG.

McGowan Consulting provides environmental consulting services to municipalities in the south Santa Monica Bay area—our practice is focused on stormwater quality and watershed protection. Our two senior staff members have more than 25 years of combined experience in municipal stormwater consulting. We are adept at synthesizing technical and regulatory issues into coherent analysis on which clients can rely for decision-making and policy setting.

Scope of Services

The Scope of Services in this proposal provides for McGowan Consulting to serve as the Coordinated Integrated Monitoring Program (CIMP) Coordination Consultant for the BC WMG between August 5, 2019 and December 31, 2019 consistent with the *Memorandum of Understanding between the City of Manhattan Beach, the City of Torrance, the City of Redondo Beach, the City of Hermosa Beach and the Los Angeles County Flood Control District regarding the Administration and Cost Sharing for Coordination and Implementation of the Coordinated Integrated Monitoring Program for the Beach Cities Watershed Management Group* (Beach Cities CIMP MOU). Section 6a of the Beach Cities CIMP MOU provides authority for the City of Manhattan Beach to contract with a CIMP Coordination Consultant to perform the CIMP Coordination Scope of Work identified as Task 7 CIMP Coordination Activities and any subsequent changes agreed upon by the parties. Given the recent outcome of the legal challenge on the 2012 LA MS4 Permit, we understand that the Regional Board staff are moving expeditiously to issue the next 5th term MS4 Permit and that a draft permit may be issued as early as August-September 2019 and that the Regional Board staff's objective is to hold an adoption hearing before the close of 2019 or very early 2020. Accordingly, this proposal has been prepared based on the proposed tasks and needed services discussed with and agreed upon by the representatives of the BC WMG, prioritizing the tasks that are needed during the remaining 5 months of the 2019 calendar year such as completion of the Joint Watershed Annual Report. The scope and assumptions for these tasks are outlined below.

- 7.1 WMG Meeting Agendas and Minutes:** Plan, revise and distribute the BC WMG meeting agendas and meeting minutes for five (5) monthly meetings. A monthly level of effort is assumed similar to that expended during FY1819.
- 7.2 WMG Meeting Preparation and Attendance/Chairing:** Prepare materials for information, discussion and decision-making at the BC WMG monthly meetings. This task includes an allocation of time for one McGowan Consulting staff to attend and chair the five (5) monthly meetings with one McGowan Consulting staff to call in to the meetings and take notes for documentation in the minutes.
- 7.3 WMG Coordination Activities:** Twelve hours of effort is allocated to this task to coordinate WMG joint efforts. As directed by the BC WMG, these activities may include: assistance with revisions and finalization of the Joint Green Streets Project MOU, and/or assistance in preparing submittals for the California Coastal Conservancy as required by the grant agreement for the Joint Green Streets project. This scope of services excludes assistance with revisions to the Implementation MOU for Joint Regional Projects in the SMB 6-01 Analysis Region (Herondo subwatershed) which will be managed/negotiated directly between the Beach Cities WMG members.
- 7.4 Adaptive Management – Develop Scope of Work for Revision of RAA and EWMP:** Since the MS4 Permit requires that a second Adaptive Management Report including re-run of RAA and revision of EWMP be submitted by June 2021, effort in this task for the last half of calendar year 2019 is to prepare a scope of work for inclusion in a request for proposals for professional services to conduct the joint EWMP revision and RAA analysis during FY2021.
- 7.5 CIMP Implementation Data/Reporting Review & Support:** Provide technical and regulatory review of data and reports prepared by the CIMP Implementation Consultant, including: one (1) semi-annual data report, microbial source tracking deliverables, and periodic memos.
- 7.6 Develop and Implement Joint Outreach Content:** Development of joint public outreach materials utilizing contract services for graphic design. Management of ongoing website content and hosting utilizing contracted services from the Environmental Services Center staff of the South Bay Cities Council of Governments. This effort will be focused on development of website content and downloadable materials on rainwater harvesting and downspout disconnection adapted for the South Bay from other sources. For the remainder of calendar year 2019 McGowan Consulting's effort in this task is based on: 1) coordination of customization of the Mobile Business Tip Card, 2) development of a first draft of the Rainwater Harvesting How-To Guide adapted from the version previously developed by the Bay Foundation (with permission), and 3) initial work to refresh/revise the Environmentally Friendly Landscaping, Gardening and Pest Control website.

Subcontracted work to be performed by staff of the South Bay Council of Governments will include continued website hosting, preparation of website analytics for annual reporting, and updating the webpages with additional content as directed by McGowan Consulting.

Subcontracted work to be performed by Christine Barnicki Desktop Design includes customization of the Mobile Business Tip Card for each city, and layout of the first draft of the Rainwater Harvesting How-To Guide based on text revisions provided by McGowan Consulting and the original In-Design file provided by The Bay Foundation. It is assumed that the cost for professional printing of the Mobile Business Tip Card will be paid directly by cities and is therefore excluded from the budgeted cost.

As in FY1819, it is assumed that McGowan Consulting's level of effort and supporting subcontracted services for this subtask will be offset through combined work for another Watershed Management Group and shared contracting costs for graphic design and website hosting.

7.7 Permit/Region-wide WMG Coordination and Permit Negotiation: This task includes an allocation of time for McGowan Consulting to participate in Los Angeles region-wide WMG Coordination and Permit negotiation meetings and Regional Board meetings and workshops on behalf of the Beach Cities WMG. Level of effort assumes two (2) Regional Board meetings or workshops plus three (3) Region-wide WMG coordination calls with effort cost-shared between Beach Cities WMG and Peninsula WMG. Additional time is also included for meeting preparation and/or preparation of brief statements of testimony but excludes preparation of formal visual presentations for Regional Board meetings.

7.8 Watershed Joint Annual Report Preparation: Preparation of the BC WMG joint Watershed Annual Report for submittal to the Regional Board by December 15, 2019. This subtask includes review and incorporation of the Integrated Monitoring Compliance Report (IMCR) prepared by the CIMP Implementation Consultant into the Watershed Annual Report. A level of effort is assumed similar to that expended during FY1819. It is assumed that each individual BC WMG agency will upload its individual new development and redevelopment low impact development projects through the online WRAMPs tool no later than November 1, 2019 to enable McGowan Consulting to download and compile the information for the BC WMG as a whole in preparing the Watershed Annual Report. It is also assumed that each agency of the BC WMG will prepare its own individual annual report summarizing and reporting on its individual activities under the Municipal Stormwater Permit for the reporting year, and that the individual annual reports for each agency will be provided in pdf format by November 30, 2019 for McGowan Consulting to include as-is as appendices to the Watershed Joint Annual Report.

Excluded from this Scope of Services is effort to carry out the Beach Cities CIMP Implementation scope of work, i.e., Tasks 1 through 6 of the Beach Cities CIMP MOU including preparation of the IMCR which is contracted separately by the City with the CIMP Implementation Consultant on behalf of the BC WMG.

Cost of Services

McGowan Consulting will conduct the work effort during the period from August 5 through December 31, 2019 as outlined in the above Scope of Services for an amount not to exceed \$40,235 as detailed in the attached Budget Table. Labor rates shown in the attached Rate Schedule include automobile mileage, parking fees, and routine printing and copying. Direct costs chargeable to the project may include: subcontracted graphic design, illustration, website design and hosting services;

translation services; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates. Anticipated direct costs for subcontracted graphic design, website design and hosting services are included as line items under Task 7.6 in the Budget Table.

McGowan Consulting will adhere closely to the Scope of Services and inform City staff and BC WMG representatives of changing requirements and emerging issues as part of regular communication. In order to provide flexibility to best meet the needs of the BC WMG, it is understood that reallocation of labor hours and budget between subtasks may occur so long as the total contract amount is not exceeded. It is the nature of regulatory and monitoring-driven programs to be subject to uncertain and unpredictable events such as new technical issues, changes in regulatory requirements, or regulatory enforcement action. If necessary and at City of Manhattan Beach staff's direction, McGowan Consulting will submit a request for authorization for a change to the Scope of Services and cost to provide additional consulting services to meet the need.

Please do not hesitate to contact me if you have any questions or require additional information or scope clarification regarding this proposal. Thank you for the opportunity and privilege of continuing to provide watershed coordination services for the City of Manhattan Beach and the Beach Cities Watershed Management Group.

Sincerely,

Kathleen C. McGowan, P.E., ENV SP
Principal/Owner
McGowan Consulting, LLC

Attachments:

Budget Table
Rate Schedule

EXHIBIT B APPROVED FEE SCHEDULE

MS4 Permit Consulting Budget August 5 - December 31, 2019 City of Manhattan Beach

MS4 Permit Program Task	Labor Hours	5-Month Budget
Task 1 Stormwater Program Management and Coordination		
1.1 - Project Management, Coordination and Communication	13	\$1,898
1.2 - Annual Reporting	21	\$3,066
1.3 - Permit-wide Planning and Coordination *	12	
1.4 - South Bay WASC Representative Support*	12	
Subtotal Task 1	58	
Task 2 Public Information and Participation Program		
(see separate budget for Beach Cities WMG Coordination Joint Outreach)	0	\$0
Subtotal Task 2	0	\$0
Task 3 Industrial & Commercial Facilities Control Program		
Commercial /Industrial Facilities Tracking and Business Assistance	4	\$540
Subtotal Task 3	4	\$540
Task 4 Planning & Land Development and Construction Programs		
(no effort anticipated)	0	\$0
Subtotal Task 4	0	\$0
Task 5 Public Agency Activities Program		
Trash/ Debris TMDL Support	4	\$560
Subtotal Task 5	4	\$560
Task 6 Illicit Connection & Illicit Discharge Elimination		
(no effort anticipated)	0	\$0
Subtotal Task 6	0	\$0
TOTAL ALL TASKS	66	\$9,664

* Indicates tasks that incorporate cost/labor savings due to work performed in common for more than one client

**Beach Cities Watershed Management Group
Watershed Coordination
August 5 - December 31, 2019**

Task	Description	Labor Hours	5-Month Budget
7.1	WMG Meeting Agendas and Minutes	18	\$ 2,700
7.2	WMG Meeting Preparation and Attendance/Chairing	30	\$ 4,500
7.3	WMG Coordination Activities	12	\$ 1,800
7.4	Adaptive Mgmt: MOU and RFP for RAA and EWMP Revision	20	\$ 3,000
7.5	CIMP Implementation Data/Reporting Review & Support	8	\$ 1,200
7.6	Develop & Implement Joint Outreach	25	\$ 3,625
	<i>Subcontracted Public Outreach Activities</i>		
	Website hosting and support by Environmental Services Center/South Bay COG		\$ 1,000
	Graphic design and layout for brochures/print materials		\$ 2,000
	Task 7.6 Total Joint Outreach		\$ 6,625
7.7	Permit/Region-wide WMG Coordination and Permit Negotiation	22	\$ 3,300
7.8	Watershed Joint Annual Report Preparation	118	\$ 17,110
	Total Beach Cities Watershed Coordination	253	\$ 40,235

McGowan Consulting, LLC

Labor Rates

Contract Year 2019-20¹

Professional/Staff Rates

Principal	\$162 per hour
Sr. Scientist	\$134 per hour
Staff Scientist	\$58 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.

¹ Labor rates to 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

Services	Cost
MS4 Permit Consulting	\$9,664.00
Beach Cities WMG Coordination Services	\$40,235.00
	Total Contract Cost: \$49,899.00