AMENDMENT NO. 2 TO 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 (CIMP) FOR THE BEACH CITIES WATERSHED MANAGEMENT GROUP

This Second Amendment ("Amendment No. 2") to that certain Memorandum of Understanding (MOU) by and between the CITY OF MANHATTAN BEACH, a California municipal corporation, the CITY OF TORRANCE, a California municipal corporation, the CITY OF REDONDO BEACH, a chartered municipal corporation, the CITY OF HERMOSA BEACH, a California municipal corporation, and THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, collectively known as the "PARTIES" or individually as "PARTY", is hereby entered into as of July 1, 2025 ("Effective Date").

# **WITNESSETH**

WHEREAS, on April 12, 2016, the PARTIES entered into an MOU to cooperatively fund CIMP coordination and CIMP implementation and to coordinate the payment and performance of CIMP coordination and reporting services and CIMP monitoring and reporting services, with an expiration date of December 31, 2018; and

WHEREAS, the term of the MOU was extended for two additional years by the unanimous written concurrence of all PARTIES to December 28, 2020; and

WHEREAS, a first amendment (Amendment No. 1) to the MOU was executed and became effective on July 1, 2020, extending the term of the MOU through December 31, 2023, with two optional one-year extensions; and

WHEREAS the term of Amendment No. 1 was extended for two additional years by the unanimous written concurrence of all PARTIES and will expire on December 28, 2025, unless hereby amended; and

WHEREAS, the MS4 Permit was reissued as Order No. R4-2021-0105 for the Coastal Watersheds of Los Angeles and Ventura Counties and became effective on September 11, 2021, and requires that the LACFCD, the County of Los Angeles and 85 incorporated cities of Los Angeles County, along with the Ventura County Watershed Protection District, County of Ventura, and 10 incorporated cities within Ventura County (Permittees), comply with the prescribed elements of the MS4 Permit; and

WHEREAS, on March 13, 2023, the PARTIES prepared and submitted a REVISED CIMP for review and approval by the REGIONAL BOARD in accordance with the MS4 Permit; and

WHEREAS, the PARTIES are required to continue to implement the existing CIMP until the REVISED CIMP has been approved by the REGIONAL BOARD; and

WHEREAS, upon approval of the REVISED CIMP by the REGIONAL BOARD, the PARTIES are required to begin implementation of the REVISED CIMP immediately unless otherwise directed by the REGIONAL BOARD; and

WHEREAS, an updated Beach Cities Watershed Management Program (WMP) was prepared by the PARTIES using CIMP monitoring data collected through June 30, 2020, and submitted to the REGIONAL BOARD in June 2021; and

WHEREAS, the MS4 Permit requires the PARTIES to prepare and submit a Report of Waste Discharge to the Los Angeles Water Board by March 11, 2026, which is required to include the results of an adaptive management process through comprehensive evaluation of CIMP outfall and receiving water monitoring data collected since the last revision of the WMP to evaluate the effectiveness of implemented control measures in improving water quality; and

WHEREAS, the PARTIES have agreed that the total costs for coordination and implementation of the CIMP shall include a ten percent (10%) contract administration cost and a ten percent (10%) contingency; and

WHEREAS, the PARTIES now desire to amend the MOU to incorporate additional services to the Scope of Services, authorize increased costs, and extend the term.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

<u>Section 1.</u> Section 5 of the MOU is hereby revised to extend the term of the MOU through December 31, 2026, with the option to further extend the term in increments of one calendar year at a time, up to two additional years, by unanimous written concurrence of all PARTIES. If the MOU term is further extended, the total annual cost to the PARTIES under this MOU for each extension year shall not exceed Fiscal Year 2025-26 costs as estimated in Table 1 of Exhibit A, adjusted February to February by the Consumer Price Index, Urban Wage Earners and Clerical Workers' for Los Angeles County per cost-of-living adjustment. Upon unanimous written concurrence of all PARTIES, the term of the MOU shall be automatically extended.

<u>Section 2.</u> Section 7a. LACFCD Contribution to CIMP Implementation is hereby revised in its entirety to read as follows: "To contribute 5% of the CIMP Implementation costs (including a 10% contingency and 10% administrative fee) in accordance with the cost allocation formula set forth in Table 2 of Exhibit A."

<u>Section 3.</u> The first sentence of Section 8a of the MOU is hereby revised in its entirety to read as follows: "To fund the cost of CIMP coordination and CIMP implementation and to pay the CITY OF MANHATTAN BEACH a 10% Administration Fee as described in Table 1 of Exhibit A, which shall not exceed the invoice amounts as shown in Table 2 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY OF MANHATTAN BEACH.

<u>Section 4.</u> EXHIBIT A to the MOU (Beach Cities Watershed Funding Contributions for CIMP Implementation and Coordination), is hereby replaced by EXHIBIT A to this Amendment No. 2 (Beach Cities Watershed Funding Contributions for CIMP Implementation and Coordination).

<u>Section 5.</u> EXHIBIT B to the MOU (Beach Cities Watershed Management Group Responsible Agencies' Representatives), is hereby replaced by EXHIBIT B to this Amendment No. 2 (Beach Cities Watershed Management Group Responsible Agencies' Representatives).

<u>Section 6.</u> EXHIBIT C to the MOU (CIMP Implementation Scope of Services), is hereby amended to add the Scope of Services attached to this Amendment No. 2 as EXHIBIT C (Beach Cities Watershed Management Group CIMP Implementation Scope of Services).

<u>Section 7.</u> EXHIBIT D to the MOU (CIMP Coordination Scope of Services) is hereby replaced by EXHIBIT D to this Amendment No. 2 (Beach Cities Watershed Management Group CIMP Coordination Scope of Services).

<u>Section 8.</u> Except as otherwise expressly amended by this Amendment No. 2, all other the provisions of the MOU, as previously amended by Amendment No. 1, shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

[SIGNATURE PAGES FOLLOW]

# LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:	Date:
Mark Pestrella	
Director of Public Works	
APPROVED AS TO FORM:	
Dawyn R. Harrison	
County Counsel	
Ву:	
Grace V. Chang, Principal Depu	ity

# **CITY OF MANHATTAN BEACH**

Ву:	Date:
Talyn Mirzakhanian	
City Manager	
ATTEST:	
Ву:	_
Liz Tamura	
City Clerk	
APPROVED AS TO FORM:	
Ву:	_
Quinn M. Barrow	
City Attorney	

# **CITY OF TORRANCE**

Ву:	Date:
George K. Chen	
Mayor	
ATTEST:	
Ву:	
Rebecca Poirier	
City Clerk	
APPROVED AS TO FORM:	
Ву:	
Patrick Q. Sullivan	
City Attorney	

# **CITY OF REDONDO BEACH**

Ву:	Date:
James A. Light	
Mayor	
ATTEST:	
By:	
Eleanor Manzano	
City Clerk	
APPROVED AS TO FORM:	
By:	
Joy Ford	
City Attorney	

# **CITY OF HERMOSA BEACH**

By:	Date:
Dean Francois	
Mayor	
ATTEST:	
By: Kearna Guzman	
Reanna Guzman	
Acting City Clerk	
APPROVED AS TO FORM:	
By:	
Todd Leishman	
Interim City Attorney	

#### **EXHIBIT A**

# Beach Cities Watershed Funding Contributions for CIMP Implementation and Coordination

**Table 1. CIMP Implementation and Coordination Total Costs** 

Task # <sup>(a)</sup>	Description	FY 25/26 Cost	
1	Project Management,		
	Communications, Meetings	\$51,700	
2	Receiving Water Monitoring	\$141,400	
3	Stormwater Outfall Monitoring	\$104,600	
4	Non-Stormwater Outfall Monitoring	\$30,400	
5	Data Assessment and Reporting	\$141,800	
<b>6</b> (b)	CIMP Coordination	\$118,510	
	CIMP Implementation Subtotal		
Contingency (10%)		\$58,841	
Administrative Cost <sup>(d)</sup>		\$64,725	
	CIMP Implementation Total Cost		
LACFCD Allocation (5%) <sup>(e)</sup>		\$35,599	
T	\$676,377		

<sup>(</sup>a) Except where noted, "Task #" refers to the CIMP Implementation Consultant's scope of work (Exhibit C).

<sup>(</sup>b) CIMP Coordination costs based on CIMP Coordination Consultant's scope of work (Exhibit D).

<sup>(</sup>c) Costs may increase annually by CPI, subject to written agreement by all parties to this MOU.

<sup>(</sup>d) Administrative costs are 10% of the CIMP Implementation Subtotal

<sup>(</sup>e) LACFCD allocation is 5% of the CIMP Implementation Total Cost

<sup>(</sup>f) Total Cost to be distributed among remaining agencies includes CIMP Implementation Total Cost less LACFCD allocation

<sup>(</sup>g) Remaining agencies include the Cities of Manhattan Beach, Redondo Beach, Hermosa Beach, and Torrance

Table 2. Distributed Total Costs<sup>(a)</sup>

	Area		Distributed Total Cost	
Participating Agency	Total CIMP Area	% of Total CIMP Area	FY2526	
City of Redondo Beach	3,831	25.2%	\$170,447	
City of Manhattan Beach	2,428	15.9%	\$107,544	
City of Hermosa Beach	832	5.5%	\$37,201	
City of Torrance	8,126	53.4%	\$361,185	
LACFCD <sup>(b)</sup>	LACFCD <sup>(b)</sup> N/A		\$35,599	
Total	15,217	100%	\$711,976	

<sup>(</sup>a) Distributed Total Cost is based on percentage of CIMP area and includes CIMP Implementation Total Cost (including contingency and administration) less LACFCD for all agencies except LACFCD.

<sup>(</sup>b) LACFCD allocation is 5% of the CIMP Implementation Total Cost (including contingency and administration).

# **EXHIBIT B**

# BEACH CITIES WATERSHED MANAGEMENT GROUP Responsible Agencies' Representatives

1	City of Redondo Beach Department of Public Works, Engineering Division 415 Diamond Street Redondo Beach, CA 90266	Geraldine Trivedi E-mail: Geraldine.Trivedi@redondo.org Phone: (310) 697-3195
2	City of Hermosa Beach Department of Public Works 1315 Valley Drive Hermosa Beach, CA 90254	Doug Krauss E-mail: dkrauss@hermosabch.org Phone: (310) 318-0603
3	City of Manhattan Beach Department of Public Works 1400 Highland Avenue Manhattan Beach, CA 90266	Jeff Page E-mail: jpage@manhattanbeach.gov Phone: (310) 802-5320
4	City of Torrance Department of Public Works 20500 Madronna Avenue Torrance, CA 90503	Stephanie Holst E-mail: <a href="mailto:sholst@TorranceCA.gov">sholst@TorranceCA.gov</a> Phone: (310) 618-3058
5	Los Angeles County Flood Control District Los Angeles County Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Mark A. Lombos E-mail:mlombos@pw.lacounty.gov Phone: (626) 300-4665

# **EXHIBIT C**

# BEACH CITIES WATERSHED MANAGEMENT GROUP CIMP IMPLEMENTATION SCOPE OF SERVICES



5901 W. Century Blvd, Suite 1450 Los Angeles, CA 90045 PH 310.957.6100 www.geosyntec.com

Date: March 10, 2025

To: Jeffrey Page and Sandy Nimat, City of Manhattan Beach

From: Geosyntec Consultants

Subject: Beach Cities CIMP Implementation

Proposed Scope and Budget for Extended Implementation

2025-2026

This proposal was prepared for the City of Manhattan Beach by Geosyntec Consultants (Geosyntec) in support of the Beach Cities Watershed Management Group Coordinated Integrated Monitoring Program (CIMP).

The focus of this letter proposal is to present a scope of work and budget for Geosyntec to conduct CIMP Implementation for Reporting Year 2025-2026 (July 1, 2025 – June 30, 2026). Currently, Geosyntec is conducting CIMP Implementation activities for the Beach Cities WMG per the Professional Services Agreement between Manhattan Beach and Geosyntec dated December 15, 2020, and per the Memorandum of Understanding (MOU) between the various Beach Cities Agencies, including Amendment No. 1 to the MOU (July 1, 2020).

The total cost for the 2025-26 CIMP implementation is \$469,900, which is a 10.2% increase in comparison to the total cost for the 2024-25 CIMP implementation. The increase in cost is due to:

- Scope additions based on implementation of the new Beach Cities CIMP, which
  includes additional sampling constituents for a first event and increased lab costs
  to accommodate the new CIMP requirement for high-resolution PCB/DDT
  analyses;
- Additional scope to prepare an Adaptive Management Report per the requirements of the MS4 Permit; and
- Increased rates in accordance with Consumer Price Index increases.

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## **SCOPE OF WORK**

# Task 1: Project Management and Permitting

As under the existing CIMP Implementation contract, the Geosyntec Team will provide project management services so that work deliverables are provided on or ahead of schedule and within budget. Subtasks will include the following:

- Monthly Meetings: The Geosyntec Team will prepare for and attend monthly meetings of the Beach Cities WMG. For monthly meetings, Geosyntec will provide presentations and/or other relevant material, as requested.
- Other Meetings: The Geosyntec Team will attend, participate in, and/or support the Beach Cities WMG in meetings with other watershed management program groups, Regional Board staff, City Councils, County staff, stakeholders, and/or other consultants as necessary to deliver the Project.
- Permitting and Traffic Control: The Geosyntec Team will obtain the necessary permits for access to the various sampling locations. Based on the CIMP, it is anticipated that two encroachment/access Permits from the Los Angeles County Flood Control District (LACFCD) will be required for monitoring at various outfalls. As with previous years, permitting and access requirements are expected to be minimal. Geosyntec will coordinate with respective cities to confirm that appropriate protocol is adhered to when sampling at locations within that city.
- Health and Safety Planning: The Site Health and Safety Plan (SHSP), which is already in place and being implemented under current CIMP monitoring efforts, will continue to be implemented under this proposed scope as a "living" document, to be updated as often as is necessary to provide the most helpful and accurate information for field personnel. The Geosyntec Project Manager will confirm that field personnel communicate any and health and safety related issues directly to him so that the SHSP can be amended promptly.
- Additional Project Management: The Geosyntec Team will perform project management duties, including regular communication with the City on the state of the scope, schedule, and budget; coordination of the Project Team, WMG, and Watershed Coordination Consultant; and organization of Team coordination calls. For cost control purposes, the Geosyntec project manager will track earned value relative to budget spent on a weekly basis throughout the Project duration to

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confirm that the Project stays on schedule and budget and that deviations are identified, communicated, and mitigated early.

## Task 1 Deliverables

- Material for up to twelve Beach Cities WMG meetings per year, as requested.
- Material for up to four additional meetings per year, as requested.
- An updated HASP, as requested.
- Copies of all required encroachment permits, as requested.

#### TASK 2: RECEIVING WATER MONITORING

Geosyntec will conduct Receiving Water Monitoring per the approved 2023 Beach Cities CIMP (as revised and approved by the Board). For Reporting Year 2025 - 2026, this means sampling in accordance with the currently established means and methods in the CIMP, including:

- Near-shore receiving water monitoring at sites RW-BCEG-01 and RW-BCEG-02; and
- Santa Monica Bay Bacteria TMDL Shoreline Monitoring. This will include weekly monitoring for fecal indicator bacteria (FIB) consistent with the SMBBB TMDL, conducted at seven (7) coordinated shoreline monitoring locations. Sampling will continue to be conducted on Monday mornings. Additional accelerated monitoring will be conducted on subsequent days when trigged in response to exceedance of the single-sample bacteria objectives, as described in the SMBBB TMDL Coordinated Shoreline Monitoring Plan (CSMP). Bacterial parameters analyzed will include Total Coliform, Fecal Coliform, and Enterococcus.

#### Task 2 Deliverables

• Weekly SMBBB monitoring results, emailed to the Group.

All other Task 2 reporting is handled under Task 5.

## TASK 3: STORMWATER OUTFALL MONITORING

Geosyntec will conduct Stormwater Outfall Monitoring per the approved 2023 Beach Cities CIMP. Outfalls will be sampled in accordance with the currently established means and methods in the CIMP. Currently, this will include:

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Sampling at the Group 1 outfalls: OF-BCEG-4a, OF-BCEG-5, and OF-BCEG-7.

#### Task 3 Deliverables

No Task 3 deliverables, as reporting is handled under Task 5.

#### TASK 4: NON-STORMWATER OUTFALL MONITORING

Non-stormwater outfall monitoring will be implemented per the 2023 Beach Cities CIMP. For Reporting Year 2025 - 2026, this sampling will include two sample events per year at the two outfalls currently monitored.

#### Task 4 Deliverables

• Annual updates of the MS4 Outfall GIS database.

All other Task 4 reporting is handled under Task 5.

#### TASK 5: DATA ASSESSMENT AND REPORTING

Geosyntec will continue with all necessary data assessment and reporting to help the Beach Cities comply with the Regional MS4 Permit and the approved 2023 Beach Cities CIMP. Specific items covered under this task include:

- Sample event summaries, including laboratory analyses, QA/QC results, rainfall/runoff analyses, etc;
- Semi-Annual data submission, in compliance with requirements specific in the Permit. This assessment will continue to include data from outside agencies, including City of Los Angeles and County of Los Angeles, as available;
- Annual Monitoring Report, for submission with the WMG's Annual Report; and
- Adaptive Management Report and Report of Waste Discharge consistent with the requirements of the MS4 Permit (specifically Part IX.E of the Order and Section X.H of Attachment F).

## Task 5 Deliverables

- Two Semi-Annual Data Reports, per year.
- Annual Monitoring Report, including submittal of a draft and final version,
- Adaptive Management Report and Report of Waste Discharge

## **SCOPE ASSUMPTIONS:**

#### General

• All memoranda and reports, unless otherwise specified, include one round of review from the Beach Cities WMG, with consolidated electronic comments provided to Geosyntec to be incorporated into the final version.

# Receiving Water Monitoring

- Two (2) near-shore receiving water monitoring sites are assumed to be monitored during three (3) wet-weather events, per year.
- Boat captain will be responsible for assessing open ocean water conditions to guard the safety of Geosyntec Team personnel prior to mobilization from the harbor.
- SMBBB TMDL Shoreline Monitoring is assumed at seven (7) sample locations. Labor includes site observations at sample locations as well as eight (8) storm drain outfalls. Collection includes use of a 4x4 vehicle and a trained technician based on City requirements for access and driving on City beach property. No weekend or holiday surcharges are included in the cost proposal.
- A total of sixteen (16) repeat sample events are assumed for the SMBBB TMDL Shoreline Monitoring per year.
- No additional permitting is assumed to be required for receiving water monitoring.
- No toxicity sampling is assumed, per the 2023 CIMP.

## Stormwater Outfall Monitoring

- Up to three (3) outfalls are assumed to be monitored during three (3) wet-weather events, per year.
- Traffic control from California Barricade is assumed at one location (OF-BCEG-5). Other traffic control is assumed to be minor (i.e., not requiring lane closure), and will be provided by the Geosyntec Team.
- A LACFCD encroachment/access permit is assumed to be necessary for monitoring. The fee for this permit is incorporated into our cost estimate.

## Non-Stormwater Outfall Monitoring

• Two (2) outfalls are assumed to require monitoring twice per year due significant non-stormwater discharges.

• Traffic control by California Barricade is assumed to not be required for nonstormwater outfall monitoring.

## Data Assessment and Reporting

- All reports will be provided electronically, with substantial time for the Group to provide a single round of review and consolidated comments for report finalization and submittal by the regulatory deadline:
  - o Semi annual data reports will be finalized and submitted by Geosyntec by December 15, 2025 and June 15, 2026;
  - The annual monitoring report will be finalized and submitted by Geosyntec by December 15, 2025;
  - o The Adaptive Management Report and Report of Waste Discharge will be finalized and submitted by Geosyntec by March 15, 2026.

#### **SCHEDULE**

The proposed scope of work covers July 1, 2025 through June 30, 2026.

## **BUDGET**

Geosyntec's cost estimate for the above-described CIMP Implementation is provided in the following table. A detailed cost breakdown is available upon request.

Task	Year 10 (2025-2026)
Task 1 – Project Management	\$51,700
Task 2 – Receiving Water Monitoring	\$141,400
Task 3 – Stormwater Outfall Monitoring	\$104,600
Task 4 – Non-Stormwater Outfall Monitoring	\$30,400
Task 5 – Data Assessment and Reporting	\$141,800
Total	\$469,900

# **EXHIBIT D**

BEACH CITIES WATERSHED MANAGEMENT GROUP CIMP COORDINATION SCOPE OF SERVICES

# McGowan Consulting, LLC

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

March 6, 2025

Erick Lee, Director
Jeffrey Page, Utilities Division Manager

City of Manhattan Beach Department of Public Works 3621 Bell Avenue Manhattan Beach, CA 90266

RE: Scope Of Services For Beach Cities Watershed Management Group Coordination

Dear Mr. Lee and Mr. Page:

McGowan Consulting, LLC, is pleased to propose this Scope of Services for continuing coordination of the Beach Cities Watershed Management Group (WMG) joint efforts consistent with Task 6 of Amendment No. 2 of the Beach Cities Coordinated Integrated Monitoring Program (CIMP) MOU. This Scope of Services provides for McGowan Consulting to assist the Beach Cities WMG in watershed planning and coordination for fiscal year 2025-2026 to meet certain requirements of the Regional Stormwater Permit<sup>1</sup> and related regulatory directives. Our Scope of Services and assumptions are described below in Tasks 6.1 through 6.9.

# **Scope of Services**

## Task 6.1 Meeting Agendas and Minutes

McGowan Consulting will plan, prepare and distribute the Beach Cities WMG agendas and minutes for twelve (12) monthly meetings, and arrange for presentations and guest speakers as needed.

#### Task 6.2 Meeting Preparation and Chairing/Attendance

Under this task, McGowan Consulting will prepare materials for information, discussion and decision-making at the twelve (12) Beach Cities WMG meetings. McGowan Consulting will coordinate and chair online meetings, and follow up on action items from each meeting as directed by the WMG.

## **Task 6.3 Project Management and Coordination**

This task provides for project management and coordination of WMG activities, including the tracking of Beach Cities Watershed Management Program (WMP) schedules (milestones and deadlines). McGowan will provide support to the WMG in implementing WMP and CIMP activities,

<sup>&</sup>lt;sup>1</sup> 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

including communication with regulatory agencies as directed by the WMG, coordination with the CIMP Implementation Consultant, and other as-needed assistance. The level of effort in this task also provides for the development of a new CIMP MOU prior to expiration of the CIMP MOU Amendment 2 with sufficient lead time to provide for continuity of the CIMP monitoring requirements. The effort in this task also includes as-needed communication via email, telephone and video calls supplemental to or as action items arising from WMG direction at monthly meetings.

## Task 6.4 TMDL Compliance Support and ROWD/Adaptive Management Report Review

Effort in this task includes assistance to the WMG in support of ongoing negotiations with LA Water Board staff on implementation terms and schedules for final compliance with the Santa Monica Bay Beaches Bacteria Total Maximum Daily Loads (TMDL). This scope includes facilitating collaboration amongst the Beach Cities WMG and outside agencies subject to the TMDL and support for adaptively managing the Beach Cities WMP and other compliance documents to incorporate final negotiated terms and schedules.

The Regional Stormwater Permit requires that by March 11, 2026, the WMG must prepare and submit a Report of Waste Discharge (ROWD) to the Los Angeles Water Board, including the results of an adaptive management process and evaluation of the effectiveness of implemented control measures in improving water quality since the last revision of the Beach Cities WMP. The CIMP Implementation Consultant will be preparing this required submittal. This task provides an allocation of effort for McGowan Consulting to perform technical and regulatory review and comment on draft narrative work products and final draft ROWD and Adaptive Management Report submittals as prepared by the CIMP Implementation Consultant.

#### Task 6.5 CIMP Data & Report Review

This task provides for technical and regulatory review of data and monitoring reports prepared by the CIMP Implementation consultant, including semi-annual data submittals, periodic memos, and the Annual Monitoring Report. The level of effort allocated for this task is increased over FY2024-25 to provide for review and comment on the 5-year water quality monitoring data assessment to be prepared by the CIMP Implementation Consultant in support of the adaptive management process. It is assumed that the revised CIMP will be approved by the LA Water Board in FY2024-25 and will be implemented in FY2025-26, as such, no additional effort for further revision of the CIMP is included in this FY2025-26 level-of effort.

## Task 6.6 Develop & Manage Joint Outreach

The Regional Stormwater Permit requires outreach to and engagement of the Beach Cities communities to increase understanding of the importance of stormwater as a resource and to encourage pollution prevention. Permittees are required to track and report on metrics used to evaluate the effectiveness of outreach efforts.

This task provides for McGowan Consulting to assist the WMG in developing and implementing certain of the outreach activities jointly as directed by the WMG. Effort under this task includes the management of existing website content and hosting via contracted services with the Environmental Services Center staff of the South Bay Cities Council of Governments (COG) as well

as the tracking of joint outreach activities using relevant metrics for annual reporting. Subcontracted work to be performed by staff of the South Bay Cities COG will include continued website hosting, preparation of website analytics for annual reporting, and promotion of the webpages as directed by the Beach Cities WMG and McGowan Consulting.

Additional joint outreach activities which may be implemented during FY2025-26 as time and budget allows, and as directed by the WMG, may include the following:

- Development of short narrative outreach pieces for dissemination via e-news and social media utilizing existing graphic materials and/or photos;
- Coordination of Beach Cities WMG members' dissemination of joint outreach content via enews and social media to drive increased outreach metrics;
- Analysis of trends in metrics generated from joint webpages for adaptive management;

As in previous years, it is assumed that McGowan Consulting's level of effort and supporting subcontracted services for joint outreach will be offset by 50% through combined work for the Palos Verdes Peninsula WMG. It is also assumed that outreach and engagement and metric tracking requirements under the Regional Stormwater Permit that are not implemented jointly are the individual responsibility of the Beach Cities agencies and excluded from this scope of services.

## Task 6.7 Permit/Region-wide Coordination

This task provides for McGowan Consulting to track region-wide regulatory actions and studies relevant to the Beach Cities WMG that may affect implementation activities and schedules. Examples of such actions may include, but are not limited to: the adoption of the Commercial, Industrial and Institutional (CII) NPDES Permit applicable to areas within the Dominguez Channel watershed; proposed Statewide Urban Stormwater Infiltration Policy; State/LA Water Board revisions to Clean Water Act 303(d) lists of impaired water bodies; and, development of new TMDLs for specific water body/pollutant combinations by the LA Water Board. In addition, this task provides for McGowan Consulting to attend Los Angeles region-wide WMG Coordination and LA Water Board meetings and workshops as-needed on behalf of the Beach Cities WMG. McGowan Consulting will represent the Beach Cities WMG at the bimonthly Ad-Hoc Leadership Committee meetings of the LA Permit Group and prepare as-needed and directed comment letters or testimony on proposed LA Water Board or State Water Board regulatory actions.

#### Task 6.8 Regional Project Funding Assistance

This task provides for McGowan Consulting to track funding opportunities and evaluate their applicability to Beach Cities WMG projects and programs. McGowan Consulting will disseminate summaries of relevant funding opportunities and/or revisions to funding programs to the Beach Cities WMG either via email or through the Beach Cities WMG meetings. This task may also include coordination between the Beach Cities WMG and other entities, e.g., institutional, commercial and industrial facilities, to facilitate joint funding of regional projects. Note that the allocation of effort in this task is not sufficient to prepare a full funding proposal.

## **Task 6.9 Watershed Progress Reports**

As required by the Regional Stormwater Permit, McGowan Consulting will prepare and submit two (2) semi-annual Beach Cities Watershed Progress Reports due June 15 and December 15, along with semi-annual posting of Section 1.1 of the reports in English and Spanish on the WRAMPS public portal for the Beach Cities WMG. This task also includes semi-annual updates of the Beach Cities WMP Progress Reporting public dashboard on the Los Angeles County Watershed Reporting System (WRAMPS2) webpage. It is assumed that each of the individual Beach Cities WMG agencies will be responsible for updating its own individual project information in the online WRAMPS2 tool for access and compilation by McGowan Consulting into the WMG Watershed Progress Reports.

# **Cost of Services**

McGowan Consulting will conduct the work outlined in the foregoing Scope of Services during the period from July 2025 through June 2026 for an amount not to exceed \$118,510 based on time and materials as estimated in the attached Budget Table and Rate Schedule. This amount includes an allocation for other direct costs as shown in the Budget Table. Other direct costs chargeable to the project may include: subcontracted graphic design and 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. McGowan Consulting labor rates for FY2025-2026 are shown in the attached Rate Schedule and include automobile mileage, parking fees, and routine printing and copying.

McGowan Consulting will adhere to the budget, however in order to provide a measure of flexibility to best meet the needs of the Beach Cities WMG, it is understood that reallocation of level-of-effort and cost may occur between tasks so long as the total contract amount is not exceeded. It is the nature of regulatory and monitoring-driven programs to be subject to uncertainty such as unforseen technical issues, new regulatory requirements, or regulatory enforcement action; McGowan Consulting will inform City staff and Beach Cities WMG representatives of changing requirements and emerging issue as part of regular communication. If necessary to provide additional consulting services to meet the unforseen needs of the WMG, and if so requested by the Beach Cities WMG and directed by City of Manhattan Beach staff, McGowan Consulting will submit an authorization request for a change to the Scope and Cost of Services.

Thank you for the opportunity to continue serving the Beach Cities Watershed Management Group, including the City of Manhattan Beach.

Sincerely,

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

Kathle Milavan

Principal/Owner

McGowan Consulting, LLC

# **Attachments:**

Budget Table Rate Schedule

Budget Table for Beach Cities WMG Coordination Services				
FY25-26			26	
Task	Description	Labor Estimated Hours Cost		
6.1	WMG Meeting Agendas and Minutes	45	\$	8,060
6.2	WMG Meeting Preparation and Chairing/Attendance	54	\$	9,180
6.3	Project Management and Coordination	70	\$	12,530
6.4	TMDL Compliance Support and ROWD- Adaptive Management Report Review	120	\$	21,480
6.5	CIMP Data & Report Review	60	\$	10,740
6.6	Develop & Manage Joint Outreach*	48	\$	8,160
6.7	Permit/Region-wide Coordination*	45	\$	8,060
6.8	Regional Project Funding Assistance	32	\$	5,730
6.9	Watershed Progress Reports	160	\$	26,880
Other Direct Costs				
Includes subcontracted website hosting by SBCCOG and graphic design and layout for outreach materials*			\$	7,690
Total All Tasks + Other Direct Costs		634	\$	118,510

<sup>\*</sup>Indicates tasks that incorporate cost/labor savings due to work performed in common for two watershed groups

# Rate Schedule

# McGowan Consulting, LLC

# Fiscal Year 2025-2026<sup>2</sup>

# **Professional/Staff Labor Rates**

Principal \$194 per hour

Sr. Scientist \$164 per hour

Staff Scientist \$80 per hour

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

# **Expenses**

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

<sup>&</sup>lt;sup>2</sup> 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