

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MCGOWAN
CONSULTING, LLC.

This Second Amendment (“Amendment No. 2”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and McGowan Consulting, LLC, a California Limited Liability Corporation (“Consultant”) (collectively, the “Parties”). The date the City Council approves this Amendment shall be the date this Amendment is effective (“Effective Date”).

RECITALS

A. On December 15, 2020, the City and Consultant entered into an agreement for professional services for the Consultant to provide coordination and implementation of watershed activities for Beach Cities Watershed Management Group (“Agreement”).

B. On May 16, 2023, the Parties entered into Amendment No. 1 to extend the term, increase the Maximum Compensation, and modify the Scope of Services and Approved Fee Schedule.

C. The Parties now desire to amend the Agreement to extend the term, increase the Maximum Compensation, and modify the Scope of Services and Fee Schedule.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$108,760 for a new Maximum Compensation of \$510,340 plus a contingency of \$10,876 for unanticipated additional services and monitoring outside the scope set forth in Exhibit A-1, based on Schedule of Rates set forth in Exhibit B-1.

Section 3. Exhibits A and B of the Agreement are hereby amended to add additional Scope of Services and amend the Fee Schedule for Fiscal Year 2024-2025 as shown on Exhibit A-1 and Exhibit B-1, attached to this Amendment No. 2.

Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

Approved for use 6/1/23

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

McGowan Consulting, LLC.
a California Limited Liability Corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: Kathleen McGowan
Title: Principal

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Erick Lee
Title: Public Works Director

Exhibit A-1 Scope of Services

Task 7.1 Meeting Planning, Agendas and Minutes

Plan, prepare, and distribute the Beach Cities WMG agendas and minutes for twelve (12) monthly meetings. Arrange for guest speakers as needed.

Task 7.2 Meeting Preparation, Attendance, Coordination

Prepare materials for information, discussion and decision-making at the twelve (12) Beach Cities WMG meetings. Coordinate and chair online meetings, prepare meeting minutes, and follow up on action items from each meeting.

Task 7.3 WMG Coordination Activities

Project management, coordination, planning and scheduling of group activities. As needed communication via email, telephone and video calls supplemental to or as action items arising from WMG direction at monthly meetings. As directed by the Beach Cities WMG, provide support to the group in coordinating and carrying out required activities, including tracking of WMG implementation activities, milestones and deadlines, and other as-needed assistance. An increased level of effort is assumed to account for the need to develop a second amendment of the CIMP MOU among the Beach Cities WMG prior to expiration of the existing MOU Amendment 1 and with sufficient lead time to provide for continuity of the CIMP monitoring contract.

Task 7.4 Support for Adaptive Management

A new MOU and scope of work to revise the Beach Cities Watershed Management Program (WMP) will need to be developed during the second half of FY2024-25 so that work to revise the WMP, including any necessary revision of the Reasonable Assurance Analysis, can be completed during FY2025-26. This task provides assistance in development of a new MOU and scope of work for the revision/adaptive management of the Beach Cities WMP that will be due to the LA Water Board by March 15, 2026. Effort in this task may also include support for negotiation with LA Water Board staff on WMP implementation schedules for projects necessary for final compliance with the Santa Monica Bay Beaches Bacteria TMDL or other conditions of approval in the still pending final approval of the Beach Cities WMP submitted in July 2023.

Task 7.5 CIMP Review & Support

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. This task includes an increased effort arising from the revised CIMP, once approved. As-needed assistance to the WMG and CIMP Implementation Consultant in evaluating and responding to LA Water Board staff comments on the March 2023 updated CIMP still pending final approval from the LA Water Board.

Task 7.6 Develop & Manage Joint Outreach

Develop joint public outreach materials utilizing contract services for graphic design and layout and manage ongoing website content and hosting via contracted services with the Environmental Services Center staff of the South Bay Cities Council of Governments (COG). The effort in this task includes tracking of joint outreach activities using relevant metrics as required by the Regional Stormwater Permit for annual reporting. Other outreach materials will be developed as time and budget allows by customizing or adapting materials developed by others with direction and input from the WMG. 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.

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 promoting the webpages as directed by the Beach Cities WMG and McGowan Consulting. Other graphic design/layout assistance may be needed for short narrative pieces as time and budget allows. Subcontracted graphic design work is assumed to be performed by Christine Barnicki/Desktop Design.

Task 7.7 Permit/Region-wide Coordination

Attend Los Angeles region-wide WMG Coordination and LA Water Board meetings and workshops as needed on behalf of the Beach Cities WMG. Represent the Beach Cities WMG at the bimonthly Ad-Hoc Leadership Committee meetings of the LA Permit Group. Prepare as-needed comment letters on proposed LA Water Board or State Water Board regulatory actions. This task also includes an allocation of time for tracking of region-wide regulatory actions and studies, such as the Regional Zinc Recalculation Study applicable to Dominguez Channel, State/Regional Water Board revisions to 303(d) list of impaired water bodies, or development of new TMDLs by the LA Regional Water Board.

Task 7.8 Regional Project Funding Assistance

Track and summarize grant funding opportunities as they arise and disseminate to the Beach Cities WMG. This task could include coordination between the Beach Cities WMG and other entities, e.g., industrial facilities and/or Caltrans to facilitate joint funding of regional projects. Note that the allocation of effort in this task is not sufficient to prepare a full grant proposal.

Task 7.9 Watershed Semi-Annual Reports

Prepare 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, as required by the Regional Stormwater Permit. This task includes semi-annual updates of the Beach Cities WMP Progress Reporting public dashboard on the [Los Angeles County Watershed Reporting System \(WRAMPS2\) webpage](#).

Cost of Services

Amendment 1 of the CIMP MOU provides for two, one-year term extensions as long as the cost for each additional year does not exceed Fiscal Year 2022-2023 costs adjusted April to April by the Consumer Price Index for Los Angeles County as calculated by the U.S. Department of Labor – Bureau of Labor Statistics (CPI). The first term was extended for Fiscal Year 2023-2024 with a CPI adjustment of 3.8% and budget limit for Task 7 of \$103,582. Since the April 2023 – April 2024 is unavailable as of the time of this proposal, a 5% maximum CPI increase is assumed in this proposal with a budget limit of \$108,760, however, if the April 2023 – April 2024 CPI increase is lower, McGowan Consulting will accept the lower increase and adjust our cost accordingly.

McGowan Consulting will conduct the work effort outlined in the foregoing Scope of Services during the period from July 2024 through June 2025 for an amount **not to exceed \$108,760** based on time and materials as estimated in the attached Budget Table and Rate Schedule. An allocation for other direct costs is included as a separate line item in the Budget Table. Other 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. McGowan Consulting labor rates for FY2024-2025 are shown in the attached Rate Schedule and include automobile mileage, parking fees, and routine printing and copying. Labor rates shown in the attached rate schedule have been adjusted based on an assumed 5% April 2023 to April 2024 increase in the Consumer Price Index for the Los Angeles area; however if the actual April 2023 to April 2024 CPI increase is less than 5%, the lesser increase will be honored in McGowan Consulting actual billing rates for FY2024-2025.

McGowan Consulting will adhere to the Scope of Services and Budget Table and will inform City staff and Beach Cities WMG representatives of changing requirements and emerging issues as part of regular communication. 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 between tasks 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 uncertainty such as unforeseen technical issues, new regulatory requirements, or regulatory enforcement action. If necessary to provide additional consulting services to meet the needs of the WMG, and if 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.

**Exhibit B-1
Fee Schedule**

Budget Table for Beach Cities WMG Coordination Services			
		FY24-25	
Task	Description	Labor Hours	Estimated Cost
7.1	WMG Meeting Agendas and Minutes	46	\$ 7,960
7.2	WMG Meeting Preparation and Attendance/Chairing	64	\$ 11,010
7.3	WMG Coordination Activities	64	\$ 11,390
7.4	Adaptive Management	80	\$ 13,920
7.5	CIMP Review & Support	48	\$ 8,160
7.6	Develop & Manage Joint Outreach*	50	\$ 8,800
7.7	Permit/Region-wide Coordination*	50	\$ 8,700
7.8	Regional Project Funding Assistance	32	\$ 5,500
7.9	Watershed Annual Reporting	154	\$ 25,870
Other Direct Costs			
<i>Includes subcontracted website hosting by SBCCOG and graphic design and layout for outreach materials*</i>			\$ 7,450
Total All Tasks + Other Direct Costs		588	\$ 108,760

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

Exhibit B-1
Approved Fee Schedule (continued)

Professional/Staff Labor Rates
Fiscal Year 2024-2025

Category	Hourly Rate
Principal	\$187
Sr. Scientist	\$158
Staff Scientist	\$69

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.