

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 company ("Consultant") (collectively, the "Parties") is hereby entered into on July 17, 2018 ("Effective Date").

RECITALS

- A. On August 5, 2015 the City and Consultant entered into a three-year Professional Services Agreement for the Consultant to provide assistance to the City in implementing National Pollutant Discharge Elimination System Permit requirements under the Federal Clean Water Act;
- B. On April 18, 2017, the agreement was amended to update the scope of work and tasks for the period July 1, 2017 to August 3, 2018.
- C. The Parties now desire to amend the Agreement to update the scope of work and tasks for the period August 4, 2018 to August 3, 2019.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

Section 1. Consultant shall perform the services described in the fee proposal, beginning August 4, 2018 and ending August 3, 2019, attached hereto as Exhibit A and incorporated herein by reference, to the full satisfaction of the City.

Section 2. For the services described in Exhibit A, attached to this Amendment No. 2, the City agrees to compensate Consultant and Consultant agrees to accept in full satisfaction for the services required by this Amendment No. 2 an amount not to exceed \$151,400.00. That compensation shall constitute reimbursement of Consultant's fee for the services. City shall pay Consultant the compensation in accordance with the schedule of payment set forth in Exhibit A.

Section 3. The services to be provided by Consultant under this Amendment No. 2 shall be provided pursuant to the terms and conditions of the Agreement.

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

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[signature page follows]

City:

City of Manhattan Beach, a California  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Liza Tamura, City Clerk

APPROVED AS TO FORM:

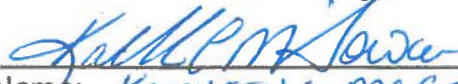
By: \_\_\_\_\_  
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Steve Charelian, Interim Finance  
Director

Consultant:

Kathleen McGowan Consulting, LLC

By:   
Name: KATHLEEN C. MCGOWAN  
Title: OWNER / PRINCIPAL