

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND MCGOWAN
CONSULTING, LLC

This First Amendment ("Amendment No. 1") 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 April 18, 2017 ("Effective Date").

RECITALS

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

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. Section 1.A of the Agreement relating to services is hereby amended to read:

- A. Scope of Services. Contractor shall perform the services described in the Scope of Services ("Initial Services"), attached as **Exhibit A**. For Fiscal Year 2017-18, Consultant shall perform the services described in the Budget for FY 2017-18 ("2017-18 Services"), for the period from July 1, 2017 to and including August 3, 2018, attached hereto as **Exhibit D**. The Initial Services and the 2017-18 Services are collectively referred to herein in this Agreement, as amended, as the "Services." City may request, in writing, changes in the 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.

Section 2. Section 3.A of the Agreement relating to compensation is hereby amended to read as follows:

- A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no

event shall City pay Contractor more than \$121,360 for the Initial Services and \$144,670 for the 2017-18 Services (collectively the "Maximum Compensation"). City shall pay Consultant for the 2017-18 Services in accordance with the schedule of payment set forth in Exhibit D.

Section 3. Except as specifically amended by this Amendment No. 1, 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.

City:

City of Manhattan Beach, a California municipal corporation

By: _____

Name: _____

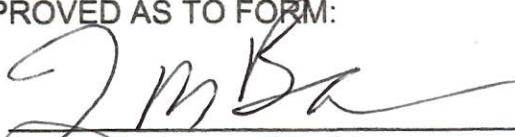
Title: _____

ATTEST:

By: _____

Liza Tamura, City Clerk

APPROVED AS TO FORM:

By:  _____

Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: _____

Bruce Moe, Finance Director

Consultant:

Kathleen McGowan Consulting, LLC

By:  _____

Name: KATHLEEN C. MCGOWAN

Title: OWNER / PRINCIPAL

By: _____

Name: _____

Title: _____