

City's Original

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 5, 2015 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and McGowan Consulting, LLC, a California Limited Liability Company ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City desires to utilize the services of Contractor as an independent contractor to provide Municipal Separate Storm Sewer System and Watershed Coordination.

B. Contractor 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 Contractor and Contractor 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. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "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 Contractor Representative shall be Kathleen McGowan, Principal (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, attached hereto as **Exhibit C**.

D. Standard of Performance. Contractor 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. Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor 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 August 3, 2018, unless sooner terminated as provided in Section 13 of this Agreement or extended. This Agreement may be extended by written amendment for one year from August 4, 2018 through August 3, 2019.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor a sum not to exceed One Hundred Twenty Thousand Three Hundred Sixty Dollars (**\$121,360**) (the "Maximum Compensation"), based on the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. The City Manager shall have authority to increase the Maximum Compensation by up to twenty percent (20%); any further increase requires City Council approval.

B. Expenses. City shall only reimburse Contractor for those expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses and costs collectively exceed the total sum of One Thousand Dollars (\$1,000).

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative 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. Contractor 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 Contractor in writing within ten (10) business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within thirty (30) calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, 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 Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, 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

Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. 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 Contractor 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 Contractor's permission. Contractor 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 Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor may perform similar Services for other clients, but Contractor 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 Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, indemnify, and hold harmless the City, its officials, and every officer, employee and agent of City (collectively "City") from any claim, liability or financial loss (including, without limitation, attorneys fees and costs), injuries to property or persons (including without limitation, attorneys fees and costs) arising out of any acts or omissions of Contractor, its officials, officers, employees or agents in connection with the performance of this Agreement, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall

defend City, with counsel of City's choice, at Contractor's own cost, expense, and risk, and shall pay and satisfy any judgment, award, or decree that may be rendered against City. Contractor shall reimburse City for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or City. All duties of Contractor under this Section shall survive termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor 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 One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of One Million Dollars (\$1,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor 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 One Million Dollars (\$1,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A. 1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 9 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 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 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 officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 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 thirty (30) days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two (2) 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 Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, 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 Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor 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 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager.

Contractor 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. Contractor shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor 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 9.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

11. Records and Inspections. Contractor shall maintain complete and accurate records with respect to costs, expenses, receipts 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. Contractor 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 3 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 Contractor at least five (5) calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least sixty (60) calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor 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 Contractor, City shall pay Contractor based on the percentage of

work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, 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 Contractor's reasonable control and not due to any act by Contractor.

14. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor 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 Contractor'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: Raul Saenz
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5315
Email: rsaenz@gmail.com

If to Contractor:
Kathleen McGowan
McGowan Consulting
412 Olive Avenue, #189
Huntington Beach, CA 992648
Telephone: (310) 213-4979
Email: kathleen.EnV@verizon.net

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (213) 626-8484
Email: qbarrow@citymb.info

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor 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. Contractor 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. Contractor 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 Contractor 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 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "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 Contractor 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 Contractor for anything done, furnished or relating to Contractor'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 (10) 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 Contractor, its employees, sub-contractors 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 Contractor, its employees, sub-contractors and agents.

21. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor 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 Contractor. 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 Contractor under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Contractor 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 Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor'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, B and C 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 Contractor'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. 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, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

29. 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 awarded actual attorneys' fees together with any costs and expenses in addition to all other relief to which that Party may be entitled.

30. 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.

31. 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.

32. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision 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

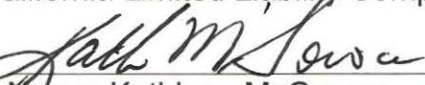
By:


Name: NADINE NADER
Title: ASSISTANT CITY MANAGER

Contractor:

Kathleen McGowan Consulting,
a California Limited Liability Company

By:


Name: Kathleen McGowan
Title: Principal

ATTEST:

By:

 8-31-15
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By:


Name: Quinn M. Barrow *for*
Title: City Attorney

EXHIBIT A SCOPE OF SERVICES

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

I am pleased to provide to you this proposal to assist the City of Manhattan Beach (City) in implementing the requirements of the Municipal Stormwater Permit (MS4 Permit)¹. 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. This proposal provides a scope of work to: assist the City in implementing its individual requirements under the MS4 Permit; support the City in decision making and analysis with respect to implementation of its stormwater program; and to serve as watershed coordinator for the Beach Cities Watershed Management Group to facilitate implementation of the Beach Cities Coordinated Integrated Monitoring Program (CIMP) and Enhanced Watershed Management Program (EWMP).

This scope of work is organized into tasks according to the following 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 Programs;
- Task 5 - Public Agency Activities Program;
- Task 6 - Illicit Connection & Illicit Discharge Elimination; and
- Task 7 Watershed Planning and Coordination
- Task 8 - Reimbursable Expenses

The following scope of work is provided for fiscal year 2015-2016 (FY15-16). An updated scope of work will be provided for subsequent fiscal years in May of the preceding fiscal year to reflect progress in stormwater program implementation and updated requirements articulated by Los Angeles Regional Water Quality Control Board staff.

• **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 departments. During FY15-16 the City will need to update its stormwater management programs to incorporate new requirements under the MS4 Permit so that City staff will be prepared to implement the updated programs upon the approval of the EWMP by the Los Angeles Regional Water Quality Control Board (Regional Board) which is estimated to occur by the end of April 2016.

¹ Order No. R4-2012-0175 NPDES 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.

- **Subtask 1.1 Coordination and Communication**

This task provides an allocation of time for regular communication with City staff via email and telephone and for quarterly meetings on the status of work progress, recent regulatory and watershed developments, need for action or response, and to provide opportunity for City staff to inject policy direction as needed. This subtask also includes project management and organization.

Subtask 1.1 Deliverables:

- Quarterly meeting agendas and progress reports (one page)

- **Subtask 1.2 Annual Reporting**

The City is required to submit an annual report to the Regional Board by December 15, 2015 covering the FY14-15 reporting period. Regional Board staff has stated that this FY14-15 annual report should be prepared utilizing the format similar to previous annual reports because Permittees involved in developing the EWMPs have been implementing minimum control measures as defined under the previous permit. However, a new annual reporting format will be utilized for the subsequent annual report due in December 2016 after the EWMP has been approved, so that during FY15-16 the City will need to begin collecting and tracking information that will support the new annual report format.

McGowan Consulting will assemble information provided by City staff for the FY14-15 reporting year from each of the six categories of minimum control measures to prepare the draft annual report for City staff review. Following receipt of comments from City staff, the annual report will be revised to prepare the final annual report in the form of electronic PDF files saved onto compact disc for delivery to Regional Board staff. One bound copy and one electronic copy on compact disc of the annual report will also be provided for the City's records.

It is assumed that City staff will provide necessary information for the annual report including but not limited to:

- Illicit connection and discharge incident tracking and GIS mapping
- New development/redevelopment project plan review and conditions
- Building & Safety storm-water related construction inspections and plan check
- Public works CIP projects related to stormwater
- Public outreach and education events and materials, including those placed through Used Oil and Recycled Beverage Container programs
- Records of catch basin cleaning and marking
- Budgetary information for stormwater expenditures in each category
- Copies of completed industrial/commercial inspection forms and spreadsheet inventories

This subtask also includes an evaluation of the annual indicator bacteria data collected in accordance with the Coordinated Shoreline Monitoring Plan for the Santa Monica Bay Bacteria TMDL at the four shoreline monitoring locations SMB 5-1, 5-2, 5-3, and 6-1 to which the City is tributary. Data summary tables and an accompanying narrative to be included in the effectiveness assessment of the annual report will be prepared with format and content similar to

the FY13-14 annual report submittal. It is assumed that a spreadsheet file containing all the shoreline monitoring data for the reporting year will be provided by the City of Redondo Beach staff who manages the data so that no data management will be necessary for Geosyntec to prepare the data summary tables.

Excluded from this scope of work is effort to respond to Regional Board staff requests for information with respect to exceedances of TMDL objectives or receiving water standards/limits, notices of violation or other enforcement actions.

Given timely receipt of the necessary annual report information from City staff by September 15, 2015, a draft annual report for City staff review will be delivered in electronic format by November 1, 2015. A three-week turnaround for City staff review, one round of City staff review and comment, and a single revision of the annual report are also assumed. Annual report format and content for FY14-15 will be similar to that prepared for the FY13-14 annual report.

Regional Board staff intends to release a new outline and/or template format for annual reporting to address the new permit requirements, including a list of information that must be tracked and/or submitted with the annual report that is due in December 2016 covering reporting year/fiscal year 2015-16. Accordingly, this subtask 1.2 also includes an allocation of time to advise the City in establishing internal systems for information tracking to support annual reporting and documentation of compliance with MS4 Permit requirements.

Subtask 1.2 Deliverables:

- Draft and final FY14-15 Annual Report with required attachments
- **Subtask 1.3 Permit-wide Planning & Coordination**

This subtask includes time to participate in monthly MS4 Permit Co-Permittee meetings to share information, resources and address MS4 Co-Permittee challenges cooperatively. A total of ten (10) such meetings are assumed. Additionally attendance at two (2) special meetings or workshops which may be called by Regional Board staff is also assumed.

Subtask 1.3 Deliverables:

- Attend and provide meeting notes for up to 12 meetings
- **Task 2 Public Information and Participation Program**

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses the specific MS4 Permit requirements and meets the general objectives of:

- Measurably increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts
- Measurably changing the waste disposal and stormwater pollutant generating behavior of target audiences

- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of the PIPP may be met by the City either through a county-wide, watershed group, or individual program. Accordingly, a key objective of this task is to assist the City in determining how it will meet each of the PIPP requirements and to coordinate and plan those efforts.

• **Subtask 2.1 PIPP Program Development & Implementation**

The Beach Cities Watershed Management Group (WMG) has historically coordinated some joint public outreach programs to address Santa Monica Bay water quality impairments. For example, the members of the Beach Cities WMG jointly established the Clean Bay Restaurant Program in cooperation with the Santa Monica Bay Restoration Foundation. It is anticipated that the Beach Cities WMG will continue to jointly coordinate some of the required elements of the PIPP, however details of the approach and effort have not yet been determined. This task provides an allocation of effort to assist the City in implementing the City's individual required elements of the PIPP program. McGowan Consulting will prepare a memo with recommendations for content changes to the City's website and stormwater outreach materials that reflect the permit requirements. This subtask also includes attendance at four (4) quarterly County-wide Public Outreach coordination meetings to avail the City of resources and information on County-wide efforts. Effort for coordinating and implementing public outreach elements by the Beach Cities WMG are addressed in Task 7.

It is assumed that costs for printing public education materials or purchasing premiums for distribution to the public will be procured directly by the City through direct purchase orders with vendors or through a joint agreement among the Beach Cities WMG and are excluded from this Scope of Work.

Subtask 2.1 Deliverables:

- Recommendations for content changes or additions to the City's website and outreach materials
- Notes from Quarterly County-wide Public Outreach coordination meetings

• **Subtask 2.2 City Council Presentations and Updates**

Informing the City Council as well as the public of progress in implementing the provisions of the MS4 permit, the EWMP and CIMP at public meetings is a key public information activity. This task includes an allocation of time for the development and presentation of one PowerPoint® presentation for City Council as requested by City staff. This task also includes preparation of a draft staff report for City Council consideration (e.g., an MOA for CIMP implementation). Attendance at two (2) City Council meeting is assumed for this subtask.

Subtask 2.2 Deliverables:

- PowerPoint® presentation for City Council
- Draft staff report

- **Task 3 Industrial/Commercial Facilities Control Program**

The MS4 permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. At this time, there are no industrial facilities located within the City registered under the Statewide Industrial General Permit thus this MS4 Permit program is applicable only for commercial facilities identified as critical sources in the MS4 Permit. Subtask 3.1 addresses the automotive and nursery critical sources categories, while Subtask 3.2 addresses food service establishments via the Clean Bay Restaurant Program.

The MS4 Permit requires that each Permittee implement a Business Assistance Program to provide technical information to businesses to facilitate their efforts to reduce the discharge of pollutants in stormwater. Assistance is to be targeted to business sectors or small businesses that may be contributing substantial pollutant loads to the MS4 or receiving water. Food service establishments constitute the predominant category of permit-regulated commercial facilities within the City, and automotive service is the next most predominant category, it is assumed the City will prioritize and target assistance to the food service sector via the Clean Bay Restaurant Program in FY15-16 and automotive service business sectors in subsequent years.

- **Subtask 3.1 Commercial Facilities Tracking**

McGowan Consulting will assist City staff in tracking the industrial/commercial facility program for annual reporting purposes by reviewing the results of facility assessments and spreadsheet inventory update. It is assumed that the City will provide copies of the completed assessment forms as well as a copy in Excel® of the updated inventory for McGowan Consulting to review. It is also assumed that the City will contract separately for the industrial/commercial site visits and that the contractor will be responsible for updating the spreadsheet inventory based on inspection results.

Subtask 3.1 Deliverables:

- Updated commercial facilities inventory (excluding food service establishments)

- **Subtask 3.2 Business Assistance (Clean Bay Restaurant)**

This subtask allocates time for assisting City staff in implementing the Clean Bay Restaurant certification program within the City by reviewing completed inspections forms and the spreadsheet inventory, making recommendations for certification, and coordinating with City staff and Santa Monica Bay Restoration Foundation staff in issuing certificates. Foundation staff have previously expressed their intent to work with participating cities and their inspectors in updating the Clean Bay Restaurant Program to incorporate Integrated Pest Management requirements and ensure that inspection checklists reflect enforceable City ordinances such as takeout polystyrene food service bans. An allocation of time is included to coordinate with City staff and Santa Monica Bay Restoration Foundation staff to update the City's inspection checklist to reflect these and other program improvements while also maintaining a program that is workable for the City and practical for food service establishment managers.

It is assumed that as in previous years, the City will contract separately for these restaurant inspections in coordination with the Fats, Oils and Grease control program and that the contract

inspector will update the spreadsheet inventory of facilities and inspection results. It is assumed that the City or separate contractor will provide electronic copies of the completed assessment forms as well as a copy in Excel® of the updated inventory for McGowan Consulting to review. It is also assumed that City staff will prepare the mailings for the distribution of certificates to restaurants once approved by Santa Monica Bay Restoration Foundation staff.

Subtask 3.2 Deliverables

- Revised restaurant inspection checklist
- Recommended list of restaurants for certification with updated spreadsheet inventory of food service establishments

• Task 4 Planning & Land Development and Construction Programs

The Development Planning provisions of the MS4 Permit require the Community Development Department to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site. The Development Construction Program of the NDPS Permit tasks the Building & Safety Division with the related objective of minimizing pollutant loads from development and redevelopment sites during construction. The Public Works Department is responsible for compliance with Planning & Land Development, the City's Green Street Policy, and Construction Program stormwater requirements for public capital improvement projects.

• Subtask 4.1 LID and Green Street Implementation Support

The MS4 Permit requires that a GIS or other electronic system be established to cumulatively track the effectiveness of new development and redevelopment low impact development implementation over time. This effectiveness is to be assessed by compiling, analyzing, and summarizing information with respect to new development and redevelopment and retrofit projects to allow assessment of the following as part of annual reporting:

Estimated cumulative change in percent effective impervious area (EIA) since the effective date of the MS4 Permit and, if possible, the estimated change in the storm water runoff volume during the 85th percentile storm event;

Summary of New Development/Re-development Projects constructed within the Permittee(s) jurisdictional area during the reporting year;

Summary of Retrofit Projects that reduced or disconnected impervious area from the MS4 during the reporting year;

Summary of other projects designed to intercept storm water runoff prior to discharge to the MS4 during the reporting year; and

For the projects summarized above, estimate of the total runoff volume retained on site by the implemented projects.

The information to be tracked must produce the foregoing effectiveness assessment metrics as well as a list of mandatory information identified in the MS4 Permit to be tracked for these projects. Effort for this subtask is allocated to advise City staff in establishing a system for

tracking the information required in the MS4 Permit for annual reporting purposes and for reviewing outputs from the system to verify that the MS4 Permit requirements are being effectively tracked. It is assumed that City staff will utilize its internal GIS system or other electronic software with City staffing to establish and implement the tracking system.

Subtask 4.1 Deliverables:

- Meeting with City staff to discuss project tracking requirements, needed outputs, and internal City resources to find solution for long term tracking system
- Review and comment on tracking outputs

• **Subtask 4.2 Construction Program Implementation Support**

The City is required to develop procedures for review and approval of construction plan documents for consistency with the requirements of the MS4 Permit. These procedures must include a checklist to conduct and document the review of construction plan documents. Additionally, technical standards requiring use of best management practices (BMPs) based on risk posed by the site must be made readily available to the development community via the City's website and at the public counter. This subtask includes time to assist the City in developing its review procedures and selecting technical standards based on readily available handbooks such as the California BMP Handbook consistent with the MS4 Permit requirements to suit the City's needs and the types of projects encountered in the City. The City must also establish and implement inspection procedures and frequencies for public and private construction sites consistent with the MS4 Permit requirements. This task also includes time to assist the city in developing procedures for inspecting and documenting construction site inspections at the appropriate frequency for the type of construction site consistent with the MS4 Permit.

Subtask 4.2 Deliverables:

- Meeting with City staff to discuss current construction project review procedures, technical standards and necessary revisions for consistency with permit requirements
- Markup of construction plan review checklist to include updated permit requirements
- Markup of inspection site checklist to add required new permit requirements, and frequency of inspection

• **Subtask 4.3 Training for Community Development and Engineering Staffs**

Implementation of the Planning & Land Development and Construction Programs under the Municipal Stormwater Permit occurs through: Community Development staff review of new development/redevelopment projects, issuance of building and grading permits, and inspection of construction sites during construction and upon project completion. Similar parallel responsibilities for public works projects reside with the Public Works Department. The MS4 Permit requires annual training of targeted staff implementing the Planning & Land Development and Construction program requirements. This training will be focused on implementation of MS4 Permit requirements. A single two (2) hour training session will be conducted with visual presentation and handouts.

It is assumed that the City's inspectors have been trained and are knowledgeable in inspection procedures consistent with the State Water Resources Control Board Qualified SWPPP Practitioner program for the Statewide Construction General Permit (CGP) for sites 1 acre and larger, or will secure such training separately from a qualified Trainer of Record.

Subtask 4.3 Deliverables:

- MS4 Permit training session for Community Development and Engineering staff

- **Task 5 Public Agency Activities Program**

The Public Agency Activities program focuses primarily on the activities of the Public Works Department and requires implementation of Best Management Practices (BMPs) to minimize water quality impacts. Upon approval of the Beach Cities EWMP, the City must begin implementing the new requirements of the MS4 Permit.

Subtask 5.1 Inventory of Public Facilities

Municipally owned or operated facilities that are potential sources of stormwater pollution must be included in a public facility inventory that is to be developed and maintained by the City consistent with the Part VI.D.9.c of the MS4 Permit. This subtask provides for McGowan Consulting to prepare the City's initial inventory with required information for approximately thirty-six (36) facilities operated or maintained by the City with potential sources of stormwater pollution including:

Public Works Yard;
City Hall Complex incl. Fire Station;
Joslyn Community Center
Manhattan Heights Community Center and Park
Manhattan Beach Art Center
Municipal Parking Lots (15)
Polliwog Park
Live Oak Park
Sand Dune Park
Marine Avenue Park
Marine Sports Complex
Manhattan Village Fields
Veterans Parkway
Marriot Hotel Golf Course

Mira Costa High tennis courts and fields

Manhattan Beach Middle School fields

Pacific Elementary School fields

Meadows Elementary School fields

Grand View Elementary School fields

Robinson Elementary School fields

Pennekamp Elementary School fields

Various parquettes

The inventory will consist of a one-page information sheet for each facility with required information fields and a narrative description of activities performed and potential pollution sources. Information will be gathered for the more complex facilities such as public works yard, city hall complex, and parks with multiple recreational facilities, through field visits by McGowan Consulting along with photo documentation. For less complex facilities such as parks without building improvements, or facilities which are not owned by the City, such as ball fields at public school sites, McGowan Consulting will rely on City staff to provide the necessary information to complete the inventory. Parking lots previously retrofit with porous paving through the Prop 50 SMBRC grant will not receive field visits, rather the final grant report will be used as the basis of information for the inventory at those facilities.

Those facilities which do receive field visits by McGowan Consulting will also be screened for potential opportunities for retrofitting to reduce the discharges of stormwater pollutants into the MS4 from these facilities, which is the first step in creating an inventory of retrofit opportunities at City owned facilities consistent with Part VI.D.9.d.ii. of the MS4 Permit. Following completion of the inventory and prior to completion of the memorandum of retrofit opportunities, a meeting or teleconference will be held with City staff to discuss, evaluate and prioritize the retrofit opportunities for future incorporation into the City's capital improvement program.

It is assumed that the field visits will require up to five (5) field-days to conduct site walks, make notes, and take photographs as needed to collect sufficient information for the inventory for the facility and to identify candidate areas for retrofitting. It is also assumed that a knowledgeable City staff person will be available to McGowan Consulting staff as necessary to answer questions regarding public facility management practices and to provide access to the facilities.

Subtask 5.1 Deliverables:

- Inventory of public facilities with opportunities for retrofit
- Memorandum listing the potential opportunities for retrofitting to reduce the discharges of stormwater pollutants into the MS4 from these facilities.

- **Subtask 5.2 Public Agency Activities Procedures and Training**

McGowan Consulting will meet with Public Works Management staff to systematically review the Public Agency Activities Program requirements of the 2012 MS4 Permit, identify those which are currently being implemented, and establish an approach for incorporating requirements that have not yet been implemented into the City's procedures and programs. Based on the discussion in the workshop, we will prepare a memorandum summarizing the findings, approach to implementing each program element, and a list of follow up action items for City staff.

The City must train all employees in targeted positions whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection. Training must address the requirements of the overall stormwater management program, as well as training specific to the duties carried out by the employee or contractor. This task provides for preparation and delivery of an interactive training for public works staff and any contracted service providers selected by the City. The training will provide an overview of the permit requirements and then focus the majority of training time on activity-specific permit requirements in Part VI.D.9. Public Agency Activities minimum control measures. A single 1- to 1.5-hour presentation is assumed with additional time for open discussion.

Subtask 5.2 Deliverables:

- Memorandum summarizing approach to implementing program elements and list of City staff action items
- Training session for public works staff

- **Task 6 Illicit Connection & Illicit Discharge Elimination**

The City's IC/ID program must include written procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. Training of all field staff including contracted staff who as part of their normal job responsibilities may observe illicit discharges or illicit connections must occur at least twice during the term of the Permit.

- **Subtask 6.1. Update of IC/ID Program Procedures**

To address this requirement McGowan Consulting will work with City staff to revise the City's existing IC/ID procedures for consistency with the 2012 MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. The IC/ID procedures must be documented in a manual that must include:

- Procedures for conducting source investigations
- Procedures for eliminating the source of IC/IDs
- Procedures for public reporting of illicit discharges
- Spill response plan
- Documentation of IC/ID education and training of City and contracted services staff

McGowan Consulting will work closely with City staff to identify existing procedures and documentation that can be leveraged and integrated into the IC/ID procedures manual in order to reflect the City's existing in-house and contract services procedures and organizational structure and responsibilities. McGowan Consulting will meet with City management staff to discuss and obtain input as to how best to fill information gaps and complete the procedures manual.

Two drafts of the IC/ID procedures manual are assumed. McGowan Consulting will deliver the first draft and provide an opportunity for City staff to review and comment. Based on that input and any additional information provided, a second draft of the IC/ID procedures manual will be prepared. The second draft of the IC/ID procedures manual will be utilized as the basis for training of field staff in Subtask 6.2. The discussion that will occur as part of the training will allow additional input and comment from field staff whose day-to-day experiences can provide clarification of field procedures and will improve the accuracy and the effectiveness of the manual. Based on input and direction from staff during the training session, McGowan Consulting will revise and deliver the final version of the IC/ID procedures manual.

Subtask 6.1 Deliverables:

First and second draft IC/ID Procedures Manual including supporting forms; and
Final IC/ID Procedures Manual.

- **Subtask 6.2 – Field Staff Training in IC/ID Identification and Reporting**

McGowan Consulting will conduct a training session at the City's offices for City staff as well as contracted field staff identified by the City on the requirements of the illicit discharge elimination program and the procedures for identifying and reporting illicit discharges. A single 45-minute presentation is assumed with additional time for open discussion.

Subtask 6.2 Deliverables:

Training session for field staff

- **Task 7 Watershed Planning and Coordination**

The Beach Cities Watershed Management Group consisting of the cities of Manhattan Beach, Redondo Beach, Hermosa Beach and Torrance along with the Los Angeles County Flood Control District (Beach Cities Watershed Management Group or Beach Cities WMG) are completing the development and will be initiating implementation of an Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP) consistent with the Permit. As required by the Permit, the draft CIMP was submitted in June 2014, and a draft EWMP was submitted to the Regional Board for review by June 28, 2015. A revised CIMP is being prepared in response to Regional Board staff comments and upon approval of the CIMP by Regional Board staff, the Beach Cities EWMP will have 90 days to begin implementing the CIMP and this will be accomplished through development of a memorandum of agreement (MOA) for joint monitoring. In addition to implementation of the CIMP, other joint efforts to be undertaken by the Beach Cities WMG during FY15-16 will include responding to comments on the CIMP and EWMP and revising both documents, and

developing a coordinated approach to public information and participation programs and other joint efforts identified in the EWMP.

This task is provided for McGowan Consulting to serve as the Beach Cities WMG Coordinator (Watershed Coordinator) in order to facilitate and manage the group's joint efforts. The Beach Cities WMG meets on a monthly basis to coordinate compliance monitoring and implementation activities for the Beach Cities EWMP and CIMP. This task includes time to prepare for and lead the monthly meetings. A list of specific scope items to be included in this task for FY15-16 is as follows (A new list of scope items will be provided for subsequent fiscal years for discussion by the group in May of the preceding fiscal year.):

1. Plan and prepare Beach Cities WMG meeting agendas and prepare meeting minutes for 12 monthly meetings
2. Two McGowan Consulting staff to attend meetings, Kathleen McGowan to chair meeting and project scientist to take notes
3. Prepare MOA for implementing the CIMP and Watershed Planning & Coordination: 3 drafts, two rounds of comments (staff, city attorneys), plus one final version
4. Prepare quarterly draft invoices to Hermosa Beach, Redondo Beach and Torrance under the CIMP MOA
5. Prepare RFP for implementing the CIMP: 2 drafts, one round of comments from staff, plus final version for execution
6. Manage the CIMP implementation consultant/contractor under the direction of City of Manhattan Beach staff
7. Review and comment on CIMP and EWMP consultant/contractor reports
8. Outline plan for Beach Cities watershed joint public outreach activities in the form of a matrix summarizing how each required element of the PIPP program will be met: either by the WMG, through Countywide program, or by cities individually
9. Participate in EWMP Coordinator Meetings (6) and Regional Board meetings, workshops and hearings related to CIMP and EWMP implementation (2)
10. Participation in South Bay Steering Committee meetings of the Integrated Water Resources Management Plan (IRWMP) (up to 6 meetings)
11. Submission of up to four (4) project concepts (one per city) into the LA IRWMP database to align the Beach Cities' EWMP projects for Prop 1 IRWMP Implementation grant opportunities. Project concepts to be based on descriptions in the final EWMP with any necessary additional information to be provided by the individual city in which the project is to be located.
12. Prepare Watershed Joint Annual Report narrative and summary.

Excluded from this scope is the effort to carry out the CIMP scope of work which includes the annual Integrated Monitoring Compliance Report and data summary and trend analysis that will be implemented through a separate contract to be awarded as a result of the RFP and it is assumed that the CIMP implementation contract will be held directly by City of Manhattan Beach, not by McGowan Consulting. It is assumed that each individual WMG agency will prepare its own individual annual report summarizing and reporting on its individual activities under the MS4 Permit for the reporting year, including new development/redevelopment

summary and cumulative change in effective impervious area and stormwater volume reduction from the projects within its jurisdiction, and that the individual annual reports for each agency will be attached to the Watershed Joint Annual Report as appendices. It is also assumed that City of Redondo Beach staff will continue to manage the remainder of EWMP and CIMP development contract in accordance with existing MOA for EWMP and CIMP development through the final approval of each document by Regional Board staff, and that management of that contract is not part of McGowan Consulting scope of work.

• **Task 8 Reimbursable Expenses**

This task provides for contracted services as needed for a graphic artist to lay out artwork for public outreach materials such as brochures or advertising and a technical editor or writer to write copy for public outreach materials.

We will adhere closely to the scope of work and 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, emerging issues, enforcement action or third-party lawsuits, or simply additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, McGowan Consulting is ready to assist the City and, at City staff's discretion, will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to such a change in scope.

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.
Principal

**EXHIBIT B
FEE SCHEDULE**

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

	Labor Hours	Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	36	\$ 5,400
1.2 - Annual Reporting	54	\$ 8,100
1.3 - Permit-wide Planning and Coordination *	16	\$ 2,400
Subtotal Task 1	106	\$ 15,900
Task 2 Public Information & Participation Program		
2.1 - PIPP Program Development & Implementation*	12	\$ 1,800
2.2 - City Council Presentations and Updates	24	\$ 3,600
Subtotal Task 2	36	\$ 5,400
Task 3 Industrial/Commercial Facilities Control Program		
3.1 - Commercial Facilities Tracking	6	\$ 900
3.2 - Business Assistance (Clean Bay Restaurant)	10	\$ 1,500
Subtotal Task 3	16	\$ 2,400
Task 4 Planning & Land Development and Construction Programs		
4.1 - LID and Green Street Implementation Support	16	\$ 2,400
4.2 - Construction Program Implementation Support	24	\$ 3,600
4.3 - Training for Community Development *	18	\$ 2,700
Subtotal Task 4	58	\$ 8,700
Task 5 Public Agency Activities Program		
5.1 - Inventory of Public Facilities	80	\$ 12,000
5.2 - Public Works Activities Procedures and Training*	30	\$ 4,500
Subtotal Task 5	110	\$ 16,500
Task 6 Illicit Connection & Illicit Discharge Elimination		
6.1 - Update of ICID Program Procedures	60	\$ 9,000
6.2 - Field Staff Training in IC/ID Identification and Reporting*	16	\$ 2,400
Subtotal Task 6	76	\$ 11,400
Subtotal City-specific Tasks 1- 6	402	\$ 60,300

EXHIBIT B FEE SCHEDULE

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

Task 7 Watershed Planning and Coordination **	Labor Hours	Budget
1. WMG meeting agendas and minutes (12)	24	\$ 3,360
2. WMG meeting attendance (two persons, 12 meetings)	84	\$ 11,760
3. MOA for CIMP	40	\$ 5,600
4. Quarterly MOA invoicing (4)	20	\$ 2,800
5. RFP for CIMP Implementation	40	\$ 5,600
6. Manage CIMP Implementation	50	\$ 7,000
7. Review and comment on CIMP and EWMP reports	32	\$ 4,480
8. WMG joint PIPP outreach planning	12	\$ 1,680
9. EWMP Coordinator meetings (9) and LARWQCB meetings (3)	27	\$ 3,780
10. South Bay IRWMP meetings (12)	24	\$ 3,360
11. LA IRWMP database project concept submittal (4)	40	\$ 5,600
12. Watershed Joint Annual Report	36	\$ 5,040
Total Watershed Task 7	429	\$ 60,060
Task 8 Reimbursable Expenses		
Graphic artist	5	\$ 500
Technical Editor/Writer	5	\$ 500
Total Task 8		\$ 1,000
TOTAL	831	\$ 121,360

Labor Rates Contract Year 2015-16

Professional

Principal	\$150 per hour
Project Scientist	\$125 per hour

Staff Support & Contracted Services

Graphic artist	\$100 per hour
Technical Editor/Writer	\$100 per hour
Intern	\$25 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: report reproduction and binding, courier services, blueprint services, graphics services, film and film development, project-specific publications, and any other direct project costs not included in the labor rates.

EXHIBIT C
PROJECT TIMELINE

PROPOSAL FOR MS4 PERMIT CONSULTING AND WATERSHED COORDINATION

Task	Element	Due Date
Subtask 1.2	NPDES Permit Annual Report	12/15/2015
	Information from City staff	
	Draft annual report for City staff review	
Subtask 3.1	Updated Commercial Facilities Inventory	11/1/2015
	Information from inspection contractor	
Subtask 3.2	Updated inventory of restaurants	11/1/2015
	Information from inspection contractor	
Subtask 4.3	Community Development and Engineering Staff Training	6/30/2016
Subtask 5.1	Inventory of public facilities	
Subtask 5.2	Public Works staff training	6/30/2016
Subtask 6.1	Update IC/ID Program Procedures	
Subtask 6.2	Field staff training in IC/ID procedures	6/30/2016
Task 7.1	WMG meeting agendas and minutes	At Notice to Proceed
Task 7.3	First draft MOA for CIMP Implementation and Watershed Planning & Coordination	TBD
Task 7.5	First draft RFP for monitoring	TBD
Task 7.12	Watershed Joint Annual Report	December 15 annually
	Individual annual report drafts from WMG agencies	November 1 annually
	Integrated Monitoring Compliance Report and data summary and trend analysis from CIMP consultant/contractor	November 1 annually

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: Nadine Nader
Name: NADINE NADER
Title: ASST CITY MANAGER

ATTEST:

Consultant:

Kathleen McGowan Consulting, LLC

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

By: _____
Name: _____
Title: _____

By: Martha Alvarez 6/8/2017
(for) Liza Tamura, City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

By: Bruce Moe
Bruce Moe, Finance Director

**Budget for FY2017-18
MS4 Permit Consulting for
City of Manhattan Beach**

	Labor Hours	Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	50	\$ 7,250
1.2 - Annual Reporting	60	\$ 8,700
1.3 - Permit-wide Planning and Coordination	24	\$ 3,480
Subtotal Task 1	134	\$ 19,430
Task 2 Public Information & Participation Program		
2.1 - PIPP Program Development & Implementation	46	\$ 6,670
Subtotal Task 2	46	\$ 6,670
Task 3 Industrial/Commercial Facilities Control Program		
3.1 - Commercial Facilities Tracking & Assistance	16	\$ 2,320
3.2 - Business Assistance (Clean Bay Restaurant)	12	\$ 1,740
Subtotal Task 3	28	\$ 4,060
Task 4 Planning & Land Development and Construction Programs		
4.1 - LID and Green Street Implementation Support	30	\$ 4,350
4.2 - Construction Program Implementation Support	10	\$ 1,450
4.3 - Training for Community Development	24	\$ 3,480
Subtotal Task 4	64	\$ 9,280
Task 5 Public Agency Activities Program		
5.1 - Grant Application and Coordination Assistance	80	\$ 11,600
5.2 - Public Works Activities Training	24	\$ 3,480
5.3 - TMDL Support	40	\$ 5,800
Subtotal Task 5	144	\$ 20,880
Task 6 Illicit Connection & Illicit Discharge Elimination		
6.1 - Support for ICID Program Implementation	10	\$ 1,450
6.2 - Field Staff Training in IC/ID Identification and Reporting	20	\$ 2,900
Subtotal Task 6	30	\$ 4,350
Subtotal City-specific Tasks 1- 6	446	\$ 64,670

Budget for FY2017-18
Watershed Group Coordination

Task	Description	Labor Hours	Budget
7.1	WMG Meeting Agendas and Minutes	56	\$ 8,120
7.2	WMG Meeting Preparation and Chairing	84	\$ 12,180
7.3	Watershed Group Implementation Support	48	\$ 6,960
7.4	Manage Adaptive Management Evaluation and Report Preparation	48	\$ 6,960
7.5	Manage CIMP Implementation and Data Reporting	36	\$ 5,220
7.6	Develop & Implement Joint Outreach	50	\$ 7,250
	<i>Subcontracted Public Outreach Activities</i>		
	<i>Website hosting and support by South Bay Environmental Services Center/South Bay COG</i>		\$ 3,000
	<i>Graphic layout for brochures/print materials</i>		\$ 2,470
	Task 7.6 Total Joint Outreach		\$ 12,720
7.7	CIMP/EWMP Coordination & LA Permit-wide Meetings	36	\$ 5,220
7.8	South Bay IRWMP Meetings and Project Updates	20	\$ 2,900
7.9	Watershed Joint Annual Report	136	\$ 19,720
	Total Beach Cities Watershed Coordination		\$ 80,000

Task Scope Assumptions

- 7.1 Prepare/plan agendas and meeting minutes for 12 monthly meetings. Effort is based on level-of-effort expended in FY16/17 to support WMG.
- 7.2 Two (2) McGowan Consulting staff attend the meetings, one to chair and one to take notes. Effort is based on level-of-effort expended in FY16/17 to support WMG.
- 7.3 Allocation of effort for tasks to support EWMP Implementation as directed by WMG. This may include finalizing MOU for Greenbelt or amending an existing MOU to address adaptive management evaluation report scope, however it is assumed that no new MOUs will be developed.
- 7.4 This effort is for managing, review and comment on adaptive management evaluation analysis and report development. McGowan Consulting may provide limited input on programmatic activities to be discussed in the report, however it is understood that the WMG will amend an existing MOU to contract with Geosyntec to prepare the Adaptive Management Report which is due by April 2018.
- 7.5 Manage technical work of the CIMP Implementation consultant. Includes time to review work products delivered by the CIMP consultant to the WMG, including the semi-annual data reports, but excluding review of IMCR which is included in the Task 7.9 Annual Report. Level-of-effort is reduced from FY16/17 since startup tasks and memos are now complete.

McGowan Consulting, LLC

Labor Rates

Contract Year 2017-18¹

Professional

Principal	\$154 per hour
Civil/Environmental Engineer	\$138 per hour
Environmental Scientist	\$128 per hour
Staff Scientist	\$54 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, translation services, report reproduction and binding, courier services, blueprint services, graphics services, film and film development, 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