

**SECOND AMENDMENT TO THE
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND LARRY WALKER ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES ("Second Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Larry Walker Associates, Inc., a California corporation ("Consultant").

WHEREAS, on September 1, 2015, the parties hereto entered into the Agreement for Consulting Services between the City and Consultant (the "Agreement"); and

WHEREAS, on July 18, 2017, the parties hereto entered into the First Amendment to the Agreement ("First Amendment") to add tasks, extend the Agreement to June 30, 2022, and increase Consultant's total compensation limit to \$1,206,000.

WHEREAS, the parties hereto desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. **SCOPE OF SERVICES.** Exhibits "A" to "A-1" are hereby amended to add Exhibit "A-2", which provides that Consultant shall perform additional tasks. Exhibit "A-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibit "A-2".
2. **SCHEDULE FOR COMPLETION.** Exhibits "B" to "B-1" of the Agreement are hereby amended to add Exhibit "B-2", which extends the Agreement to June 30, 2027. Exhibit "B-2" is attached hereto and incorporated by reference. Consultant shall commence and complete all services described in Exhibits "A" to "A-2" in accordance with the schedule set forth in Exhibit "B-2".
3. **COMPENSATION.** Exhibits "C" to "C-1" of the Agreement are hereby amended to add Exhibit "C-2" to increase Consultant's total compensation limit to \$2,206,000. Exhibit "C-2" is attached hereto and incorporated by reference. Consultant shall be compensated for the services described in Exhibits "A" to "A-2".
4. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement, First Amendment, and this Second Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement, First Amendment, and this Second Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this Second Amendment in Redondo Beach, California, as of this 3rd day of May, 2022.

CITY OF REDONDO BEACH,
a chartered municipal corporation

LARRY WALKER ASSOCIATES, INC.,
a California corporation

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

APPROVED:

Eleanor Manzano, City Clerk

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT “A-2”
SCOPE OF SERVICES

CONSULTANT’S DUTIES

Consultant shall perform the following services to ensure City’s compliance with the Regional Phase I Municipal Separate Storm Sewer System (“MS4”) stormwater National Pollutant Discharge Elimination System (“NPDES”) Permit (Order No R4-2021-0105) (collectively “Stormwater Permit”), the NPDES Permit (Seaside Lagoon Permit), and Time Schedule Order (“TSO”) (Seaside Lagoon TSO) requirements for Seaside Lagoon (Order No R4-2017-0178 and R4-2017- 0179, respectively).

A. Task 1 – Program Management

1. Discuss the status of work in progress, decisions, and the implementation of the approved Updated Enhanced Watershed Management Plan (“EWMP”) and Coordinated Integrated Monitoring Plan (“CIMP”) with City staff.
2. Provide NPDES MS4 Implementation Program support. Participate in any meetings at the City’s request, including without limitation, the Los Angeles Permit Group MS4 Permit-Wide Planning meeting, the Permit-Wide Public Information meeting, and the Technical Advisory Committee meeting.
3. Prepare and deliver reports, analysis, and data requested by City staff on various aspects of the NPDES MS4 Permit.
4. Provide regulatory assistance to the City in the form of review and/or comments on key policies/regulatory language that is proposed by the State Water Resources Control Board and/or the Water Board. Examples include, but are not limited to, the Statewide Trash Amendments, Los Angeles Region 303(d) Listing, and Statewide Mercury Beneficial Uses and Water Quality Objectives.

B. Task 2 – NPDES MS4 Permit Implementation

1. Public Information and Participation Program. Review existing public outreach material for the Updated EWMP and improve documents as requested by the City. Assist in the development and distribution of new and revised outreach material.
2. Safe Clean Water Measure. Assist the City as requested by the City regarding Measure W funding opportunities.
3. Staff Training. Assist with the implementation of the City’s Staff Training. Help develop and implement Stormwater Permit required training programs (Municipal Employee and Contractor Training). Ensure the training program provides municipal staff and contractors with the knowledge and skills to implement the Stormwater Permit and overall stormwater management program requirements

during their day-to-day job responsibilities. Training shall include the following components.

- a. General Stormwater Awareness
- b. Illicit Discharge Detection and Elimination
- c. Construction
- d. Industrial and Commercial Facilities
- e. Pollution Prevention and Good Housekeeping Awareness
- f. Other types of training as requested by the City.

4. Planning and Land Development and Construction Programs.

Revise Planning, Land Development, and Construction Programs' documentation based on the Regional Board approved EWMP to permanently reduce storm water pollutant loads from development sites during construction. Revise the Planning and Land Development Programs as required by the NPDES MS4 Permit. Prepare reference information and guidelines for the development community to facilitate implementation of the new Low Impact Development ("LID") requirements for new development and redevelopment projects.

5. Development of Policies and Procedures. Develop standardized procedures or policies to assist with implementation of permit requirements as requested by City, including but not limited to, minimizing landscape irrigation, implementation of progressive enforcement policies, evaluation of impact of flood management projects on water quality and retrofitting opportunities, pesticide applications, and implementation of integrated pest management techniques.

6. Illicit Connections & Illicit Discharge Elimination Program. Develop guidance materials to include the following:

- a. Source identification (including source identification methods, end points, and reporting);
- b. Investigative guidance (on-scene assessment, containment, clean-up, and evidence collection);
- c. Progressive enforcement policies; and/or
- d. Enforcement consistency guidance.

C. Task 3 – NPDES MS4 Permit Annual Report

Annual Report Assistance. Assist in developing and submitting the Annual NPDES MS4 Report Individual Form in June and December each year. This effort shall include the following tasks:

- a. Provide Annual Report checklist with responsibilities.
- b. Provide annotated Draft Individual Form.
- c. Review and enter prioritized data/information into the Watershed Reporting Adaptive Management & Planning System (WRAMPS) Project Module and Annual Reporting Module.

- d. Incorporate City data/information into the Annual Report Individual Form (Word document) and WRAMPS.
- e. Provide Draft and Final Individual Form.
- f. Submit final PDF Individual Form to watershed lead via WRAMPS.

D. Task 4 – Total Maximum Daily Loads (“TMDL”) and Watershed Planning

- 1. Trash TMDL Compliance Report (Section 8.1 of the Annual Report Individual Form). Assist the City in completing the Trash TMDL Compliance Report, which shall include the following.
 - a. Identify key items for which City updates as requested by the City.
 - b. Provide Draft TMDL Compliance Report.
 - c. Provide Final TMDL Compliance Report.
- 2. Assist the City with implementing the Updated EWMP AND CIMP plans, as requested. This shall include, but not be limited to, the following tasks.
 - a. Perform shoreline data summary effectiveness assessment. Provide data from three shoreline monitoring locations - SMB 6-2, 6-3, 6-5 to which the City is tributary. Evaluate the annual indicator bacteria data collected for the Santa Monica Bay Bacteria TMDL.
 - b. Prepare data summary tables with accompanying narrative and include in the effectiveness assessment of the annual report. Base the data summary tables on the shoreline monitoring data for the reporting year provided by the City.
- 3. Trash Monitoring. Assist with the coordination and implementation of ongoing monitoring events conducted at seven (7) sites in the City’s harbor-pier attainment area as follows.
 - a. Provide scheduling and management of cleanup crew.
 - b. Provide documentation of field observations and photos.
 - c. Complete Surface Water Ambient Monitoring Program (“SWAMP”) Rapid Trash Assessment Worksheets. Transcribe worksheet data into Microsoft Excel spreadsheet format.
 - d. Summarize event details
- 4. Provide general support as requested by the City for Debris TMDL or Statewide Trash Amendments.

E. Task 5 – Seaside Lagoon NPDES Support

Provide general support for the implementation of the programs and activities to comply with the Seaside Lagoon Permit and TSO, including but not limited to, the following services.

1. Time Schedule Order (TSO)
 - a. Annual Progress Report. Provide support for the submittal of the Progress Report due November 1, 2022.
 - b. Final Report. Provide support for the submittal of the Final Report on implementation of structural modifications (closed loop recirculation system) due November 30, 2022.
 - c. TSO Extension Request. Prepare a draft letter to explain the need for a TSO extension for review by City staff. Finalize the letter based on City comments and prepare for submittal to the Regional Board prior to the TSO expiration of October 31, 2022. This report may be submitted with the Report of Waste Discharge ("ROWD").

2. ROWD. Prepare the ROWD for submittal to the Regional Board prior to May 4, 2022 (180 days before permit expiration on October 31, 2022). This shall include the following services.
 - a. Review and summarize data and conduct a Reasonable Potential Analysis ("RPA") to determine potential effluent limitations.
 - b. Complete all ROWD forms and cover letter.
 - c. Prepare supplemental information as requested by the City including summary of compliance efforts.

3. Assist with Permit Renewal. Review the Tentative Order and assist with preparation of comments. Meet with the Regional Board staff if needed to finalize permit renewal.

4. Perform Data management, compliance tracking, and submittal of State Water Board's California Integrated Water Quality System ("CIWQS") eSMRs/DMRs. Maintain a running spreadsheet of analytical results, use tool to compare analytical results to applicable limitations, highlighting any exceedances, prepare emails of current compliance results and recommendations, and upload data to the CIWQS program website for submittal by the City to ensure reports are sent by March 1, August 1, September 1, and October 1 of each year.
 - a. Regulatory Assistance. Provide regulatory assistance, including but not limited to, effluent limit negotiations, Regional Board communications, and regulatory updates. Provide ongoing tasks associated with the Metals Source Identification, including but not limited to, evaluating inputs to Seaside Lagoon to determine if there are controllable sources of metals that may be contributing to exceedances of effluent limits. In conjunction with the source identification study, evaluate Seaside Lagoon and Harbor circulation/connection and associated influent and effluent impacts based on data and information provided by the City or available in the literature to provide source context for movement of metals.

EXHIBIT "B-2"

SCHEDULE FOR COMPLETION

TERM. The term of this Agreement shall be extended to June 30, 2027, unless otherwise terminated herein.

**EXHIBIT “C-2”
COMPENSATION**

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

A. **AMOUNT.** Consultant shall be paid in accordance with the following schedule for the services described in Exhibit “A-2”.

TITLE	HOURLY RATE
Administrative	\$ 96
Contract Coordinator	\$133
AR/AP Manager	\$133
Graphic Designer	\$123
Senior Graphic Designer	\$160
Project Staff I-C	\$128
Project Staff-1-B	\$155
Project Staff I-A	\$180
Project Staff II-B	\$192
Project Staff II-A	\$215
Senior Staff	\$249
Associate	\$279
Vice President	\$304
Executive Vice President	\$317
Senior Executive	\$333
President	\$333

B. **NOT TO EXCEED AMOUNT.** In no event shall Consultant’s compensation exceed the annual amounts set forth in the following schedule.

Task	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Task 1 - Program Management	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Task 2 - NPDES MS4 Permit Implementation	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Task 3 - NPDES MS4 Annual Report	\$33,000	\$33,000	\$33,000	\$33,000	\$33,000
Task 4 - TMDL and Watershed Planning	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Task 5 - Seaside Lagoon NPDES Support	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
Annual Totals	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

Consultant's total compensation shall include all expenses, materials, labor, shipping, tax and travel. In no event shall the Consultant's total compensation under the Agreement and amendments, exceed \$2,206,000.

- C. **METHOD OF PAYMENT.** Consultant shall provide monthly invoices based upon the time spent during the previous month to City for approval and payment. Invoices must provide dates of services, hours worked, applicable hourly rates, description of services performed, and title of staff person. Consultant shall submit two hard copies of the invoice with supporting documentation. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City.
- D. **SCHEDULE FOR PAYMENT.** City agrees to pay Consultant within thirty (30) days of receipt of the monthly invoice; provided, however, that payments by City shall not exceed the proportion of the phase or task completed, and payment for each phase or task shall not exceed the amounts described in Section B of this Exhibit "C-2".
- E. **NOTICE.** Written notices to City and Consultant shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Consultant: Larry Walker Associates
720 Wilshire Blvd. Suite 204
Santa Monica, CA 90401
Attn: Karen Ashby

City: City of Redondo Beach
Public Works Department, the Engineering Division
415 Diamond Street
Redondo Beach, CA 90277
Attn: Andrew Winje

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.