

### THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This third amendment to Memorandum of Understanding (MOU) by and between the South Bay Cities Council of Governments (“SBCCOG”), a California joint powers authority organized and existing pursuant to the laws of the State of California, and McGowan Consulting, LLC, a limited liability company, (“McGowan”) is made as of July 1, 2023.

#### RECITALS

- A. SBCCOG and McGowan entered into a MOU as of July 1, 2020 wherein McGowan wishes to maintain and periodically revise web page(s) with content on environmentally friendly landscaping, gardening and pest control and rainwater harvesting being hosted on the SBCCOG's website - Southbaycities.org - on behalf of certain member cities of SBCCOG and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group.
- B. The second amendment to the MOU expired on June 30, 2023 and the Parties desire to extend the Term for an additional one (1) year and revise the tasks and associated costs for an amount not to exceed \$10,000.

**NOW, THEREFORE,** in consideration of the foregoing, the parties agree to amend the MOU as follows:

1. Section 2 of the Agreement is amended to read as follows:

SBCCOG will perform the tasks (work) for the associated costs shown in Table 1 below.

<b>TABLE 1 – TASKS AND ASSOCIATED COSTS</b>		
<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>1</b>	<b>Webpage Hosting, Maintenance and Reporting</b>	<b>\$4,240</b>
1.1	Host webpages for a total of 12 months including: <ul style="list-style-type: none"> <li>• Coordinate software/security updates</li> <li>• Maintain landing webpage link</li> <li>• Fix minor issues such as broken links in existing pages as discovered</li> <li>• Replace photos and make minor text updates on a quarterly basis</li> </ul>	
1.2	Provide website analytics reports biannually to McGowan, including: <ul style="list-style-type: none"> <li>• Recommendations to increase webpage(s) visibility</li> <li>• Virtual meeting with McGowan staff to discuss results</li> </ul>	
<b>2</b>	<b>Rework Webpage Content</b>	<b>\$3,000</b>
2.1	Update content on two webpages or add new webpages to existing site based on: <ul style="list-style-type: none"> <li>• Content developed by McGowan (revised text and layout as well as new links and photos)</li> <li>• Coordination with McGowan regarding webpage content and layout</li> </ul>	
<b>3</b>	<b>Marketing of Webpages</b> via a combination of the following subtasks to be selected by McGowan for a combined Task 3 amount not to exceed:	<b>\$2,760</b>
3.1	Incorporate newsletter articles into two monthly SBCCOG E-Newsletters during the year with <ul style="list-style-type: none"> <li>• Timing to be determined between McGowan and SBCCOG staffs</li> <li>• Content and graphics/photos to be provided by McGowan</li> </ul>	\$ 1,360
3.2	Incorporate messaging to be selected by McGowan into quarterly SBCCOG social media posts (i.e., 4 posts per year)	\$ 400
3.3	Disseminate messaging to be provided by McGowan during three in-person outreach events per year	\$ 1,000
<b>Total All Tasks Not to Exceed:</b>		<b>\$ 10,000</b>

2. Section 3 of the Agreement is amended to read as follows:

McGowan agrees to pay the SBCCOG a total amount not to exceed ten thousand dollars (\$10,000) for performing the work as described in Section 2 for the period beginning July 1, 2023 and ending June 30, 2024 unless earlier terminated pursuant to the provisions of the MOU. The parties may further amend the terms of the MOU to include additional services and/or to extend the term beyond this period.

3. Section 4 of the Agreement is amended to read as follows:

SBCCOG will submit semi-annual invoices based on the tasks and associated costs described in Section 2. The first invoice will be submitted on or before January 2, 2024 for the tasks and associated costs performed from July 1, 2023 through December 31, 2023, and the second invoice will be submitted on or before July 10, 2024 for the tasks and associated costs performed from January 1, 2024 through June 30, 2024. McGowan agrees to pay SBCCOG the amount due within thirty (30) days of presentation of an invoice.

Except as modified above, all other provisions of the MOU remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this agreement to be effective as of the date first written above.

“SBCCOG”

South Bay Cities Council of Governments

By: \_\_\_\_\_  
Cedric Hicks  
SBCCOG Board Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
SBCCOG Board Secretary

“McGowan”

McGowan Consulting, LLC

By: \_\_\_\_\_  
Kathleen McGowan, Principal/Owner

Date: \_\_\_\_\_