

**CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE PROJECT
MANAGEMENT/COORDINATION IN IMPLEMENTING THE MUNICIPAL
STORMWATER PERMIT (MS4) AND PROVIDE ASSISTANCE WITH PUBLIC
INFORMATION AND PARTICIPATION PROGRAMS,
INDUSTRIAL/COMMERCIAL FACILITIES CONTROL PROGRAM, PLANNING
AND LAND DEVELOPMENT & CONSTRUCTION PROGRAMS, PUBLIC AGENCY
ACTIVITIES PROGRAM, ILLICIT CONNECTION AND ILLICIT DISCHARGE
ELIMINATION, BETWEEN THE CITY OF HERMOSA BEACH AND MCGOWAN
CONSULTING**

This AGREEMENT is entered into this 1st day of July, 2018, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and McGowan Consulting, LLC, a California Limited Liability Company ("CONSULTANT").

RECITALS

- A. The City desires to obtain project management for the Los Angeles MS4 Permit Implementation and assistance with: Public Information and Participation Programs, Industrial/Commercial Facilities Control Program, Planning and Land Development & Construction Programs, Public Agency Activities Program, Illicit Connection and Illicit Discharge Elimination, and TMDL and Watershed Planning.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. **CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total not to exceed \$76,313 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in Exhibit A.

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Kathleen McGowan. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2019, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of

said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and workers compensation insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, except after thirty (30) days written notice has been received by the CITY. CONSULTANT shall provide the City 30 days advance written notice of any material reduction in its policy coverage or limits.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein.

Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the 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 the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants 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 the CITY for any defect or error in the work prepared by the Consultant, its employees, sub- consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the

City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed 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 CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'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.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Glen Kau	McGowan Consulting 412 Olive Avenue, #189 Huntington Beach, CA 92648 ATTN: Kathleen McGowan

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED. (City and Consultant initials required at the following paragraph)

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials

Consultant

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CONTRACTOR

_____ By: _____
Date TITLE

_____47-4568213_____
Taxpayer ID No.

CITY OF HERMOSA BEACH, CALIFORNIA

_____ By: _____
Date MAYOR

ATTEST:

_____ By: _____
Date CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Date

EXHIBIT A

May 3, 2018

Glen Kau, Director of Public Works
Kristy Morris, Ph.D, Environmental Analyst
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254

RE: PROPOSAL FOR MS4 PERMIT CONSULTING FY2018-19

Dear Mr. Kau and Dr. Morris:

McGowan Consulting is pleased to provide this proposal to assist the City of Hermosa Beach (City) in implementing the requirements of the Municipal Stormwater Permit (LA MS4 Permit)¹ during fiscal year 2018-2019 (FY1819). We specialize in providing top-notch, customized stormwater quality and watershed protection consulting services to small municipal clients. Our staff are experts in resolving municipal stormwater regulatory challenges and we have an in-depth understanding of the City's stormwater quality needs and constraints. The enclosed Statement of Qualifications provides further details of our expertise.

This proposal provides a scope of services designed to: assist the City in implementing its individual requirements under the LA MS4 Permit; represent the City's interests at stakeholder and Co-Permittee meetings; work with City staff in pursuing grant funding for regional and distributed water quality improvement projects; and support the City in decision making and implementation of its individual responsibilities under the Beach Cities Enhanced Watershed Management Program (EWMP) and Coordinated Integrated Monitoring Program (CIMP). We have developed this proposal based on the regulatory requirements of the current 4th term LA MS4 Permit and our understanding of the City's particular needs. Regional Water Quality Control Board (Regional Board) staff have stated that they anticipate the adoption of a new LA MS4 Permit this year, therefore, it is assumed that the 5th term LA MS4 Permit will be adopted during FY1819. The level of effort in certain subtasks reflects support for the permit negotiation process but does not assume any significant new effort to implement the 5th term LA MS4 Permit during FY1819 given the uncertainty of timing and content of the next permit.

McGowan Consulting also serves as watershed coordinator for the Beach Cities Watershed Management Group to facilitate implementation of the Beach Cities CIMP and EWMP and watershed annual reporting; however, that watershed coordination work is contracted separately under the Beach Cities' memorandum of understanding for CIMP Implementation (Beach Cities CIMP MOU) and so is excluded from this scope of services.

Scope of Services

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the LA MS4 Permit

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

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. Although the 4th term LA MS4 Permit expired in December 2017, the City is obligated to continue to comply with the permit requirements, including the elements of the approved Beach Cities EWMP and CIMP, until a new 5th term LA MS4 Permit is issued.

This scope of services is organized into tasks according to the following LA MS4 Permit program areas:

- Task 1 – Stormwater Program Management and Coordination;
- 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 – Pursuit and Implementation of Grant Funding for Stormwater Projects

Task 1 Stormwater Program Management

The LA MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of LA MS4 Permit activities across municipal functions. Task 1 is focused on providing assistance to the City in stormwater program management and coordination and annual reporting.

Subtask 1.1 Coordination and Communication

This subtask provides an allocation of time for internal project management and organization and regular communication via email and telephone with City staff, and periodic meetings with City staff on the status of work progress, regulatory and watershed developments, grant funding opportunities, need for action or response, and to obtain direction from City staff as needed. In addition, this subtask includes time to track and update City staff on the progress of the County's Safe Clean Water funding measure and legal challenges to the MS4 Permit.

Subtask 1.2 Annual Reporting

The City is required to submit an individual annual report to the Regional Board by December 15th each year covering the preceding reporting period that aligns with the City's fiscal year (July 1st-June 30th). This subtask covers McGowan Consulting's preparation of the individual annual report for the City based on information already in-hand and information to be provided by City staff covering activities implemented during the reporting year. By August 15th, 2018 McGowan Consulting will prepare a first draft individual annual report given the information already in hand and provide City staff a list of information needed to complete the individual annual report. Information requested may include but is not limited to:

- Budgetary information on stormwater expenditures in each category for FY17-18 and projected budget for FY18-19;
- Public outreach and education events and materials;
- Low impact development (LID) project information for private and public development and redevelopment projects completed within the reporting year;
- Building & Safety's storm-water related construction inspection and plan check review records (including SWPPP/ESCP review and approval);
- Public works capital improvement projects related to stormwater; and

- Illicit connection and discharge incident results and records, including enforcement actions taken.

The County of Los Angeles has developed the GIS-based Watershed Reporting Adaptive Management and Planning System (WRAMPS) which includes a Project Module to assist Permittees and watershed groups in compiling and analyzing the LID project data necessary for completing the individual and watershed annual reports. WRAMPS produces effectiveness assessment metrics for annual reporting cumulatively from one reporting year to the next. It is assumed that LID project information for FY1718 will be provided by City staff to McGowan Consulting for the purposes of annual reporting either in the Excel® spreadsheet template format provided by WRAMPS or the LID Project form developed by McGowan Consulting.

Given timely receipt of the requested annual report information from City staff in the necessary electronic formats no later than September 15th, 2018, a complete second draft individual annual report for City staff review will be delivered in electronic format by October 15th, 2018. A two-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are assumed. Following receipt of comments from City staff, the individual annual report will be revised, and the final individual annual report prepared in the form of electronic PDF files. Because the individual annual reports inform the preparation of the watershed annual report that is also due by December 15th, 2018, it is critical that the City's individual annual report be complete by November 1st, 2018. The individual annual reports also inform the preparation of the biennial Adaptive Management Report also due by December 15th, 2018.

The joint Beach Cities Watershed annual report will also be prepared by McGowan Consulting and is covered by the separate contract under the Beach Cities CIMP MOU. Since Regional Board staff have requested that each Permittee's individual annual report be submitted as an attachment to its watershed annual report rather than separately, McGowan Consulting will deliver the City's individual annual report in the preferred electronic format to Regional Board staff along with the Beach Cities watershed annual report. An electronic copy of the individual annual report will be provided for the City's records.

Subtask 1.2 Deliverables:

- First draft, second draft and final FY17-18 Individual Annual Report

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in LA MS4 Permit Co-Permittee meetings and coordination conference calls to share information, resources and address co-permittee and watershed group challenges cooperatively amongst the 84 co-permittees of the LA MS4 Permit. An allocation of time is provided for attendance at bi-monthly LA Permit Group Meetings. Additionally, it is anticipated that the 5th term LA MS4 Permit will be negotiated and adopted during the fiscal year and attendance at two (2) Regional Board special meetings or workshops regarding the draft permit is also assumed. An allocation of time is included to review and comment on the anticipated draft 5th term LA MS4 Permit as well as other regulatory actions by the Regional Board and State Water Resources Control Board (State Board). Much of the work in this subtask, such as attending meetings and reviewing and analyzing the draft permit, will be performed in common for McGowan Consulting clients with similar interests and characteristics, and as such the effort assumed in this subtask is reduced based on cost-sharing among several clients.

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 specific LA 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 approach. The County has stated that it will continue implementing the following County-wide efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, and implementing a K-12 outreach program. In addition, the Beach Cities WMG continues to work jointly to develop some of the required elements of the PIPP—effort to develop joint PIPP materials is included in the separate contract under the Beach Cities CIMP MOU and is excluded from this scope of services.

This task provides for McGowan Consulting to assist the City in implementing City-specific elements of the PIPP requirements, such as disseminating outreach materials to the City's residents and businesses, customizing or updating existing outreach materials, and providing recommendations for updating the City's stormwater webpages or providing links on its webpage to stormwater websites that include educational materials. An allocation of time is provided for McGowan Consulting to prepare stormwater updates for City Council as directed by City staff to educate the public and update the Council members on issues such as: LA MS4 Permit negotiations, LA County Safe, Clean Water Program and proposed parcel tax, and EWMP adaptive management actions. This task also provides an allocation of time for McGowan Consulting to provide staffing at one (1) half-day (three- to four-hour long) community outreach event.

It is assumed that the City's solid waste franchise contract and Recycled Beverage Container and Oil Payment Program implemented by other contract service providers will address the LA MS4 Permit requirement to distribute information to residents on proper handling of wastes such as vehicle waste fluids, household waste materials, construction waste materials, green waste and animal waste, and that no assistance is needed from McGowan Consulting to meet that requirement. It is also assumed that printing of public education materials 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 Services.

Task 2 Deliverables:

- Customization/update and/or dissemination of outreach materials
- Memo with recommendations for content changes or additions to the City's website and outreach

materials

- Staffing for a stormwater booth at one half-day community outreach event
- City Council staff reports or presentations

Task 3 Industrial & Commercial Facilities Control Program

The LA MS4 permit requires the implementation of an Industrial/Commercial Facilities Control Program to track, inspect and ensure that source control measures are being implemented at industrial and commercial facilities that are considered critical sources of pollutants in storm water. Subtask 3.1 addresses the tracking and assistance to commercial and industrial facilities, excluding food service establishments, while Subtask 3.2 addresses the tracking, education and assistance to food service establishments via the Clean Bay Restaurant Program.

Subtask 3.1 Industrial & Commercial Facilities Tracking and Assistance

In FY1718, McGowan Consulting assisted the three (3) industrial critical source facilities in the City with filing for Industrial General Permit coverage in the form of a No Exposure Certification through the State Water Resource Control Board's SMARTS website. Subsequently, the City was notified that one of the sites will be changing ownership during FY1819 and will need to refile for a new NEC through SMARTS. An allocation of time has been included in this subtask for McGowan Consulting to assist the business in filing for a new NEC. This subtask assumes the other two sites' NEC applications were completed during FY1718.

The City completed the first required round of commercial facility inspections by the LA MS4 Permit deadline of December 28, 2014, and the second required round by December 28, 2017, therefore, it is assumed that there will be no commercial inspections during FY1819 other than the Clean Bay Certification restaurant inspections described in subtask 3.2. There is a small allocation of four (4) hours in this subtask for updating the commercial facilities inventory as needed based on information collected by City field staff during routine activities (e.g., should City staff discover a business has closed or a new business has opened).

Subtask 3.1 Deliverables:

- Training session for targeted City staff
- Updated commercial facilities inventory based on information obtained by City field staff

Subtask 3.2 Business Assistance (Clean Bay Restaurant Program)

This subtask provides for McGowan Consulting to conduct Clean Bay Certification assessments at the approximately one hundred and four (104) restaurant facilities in the City. McGowan Consulting will conduct an initial inspection at each facility using the City's customized Clean Bay Certified Checklist. McGowan Consulting will use the completed inspection reports to update the City's Commercial/Industrial Facility Inventory and make recommendations to City Staff on which sites should become certified or re-certified. Identified stormwater violations or necessary corrections will be discussed with the facility owner or representative and referred to City staff for follow up. McGowan Consulting will also coordinate with The Bay Foundation staff to ensure that certified sites are recognized on their website and through social media. It is assumed that City staff will be responsible for any necessary follow ups and for the distribution of window clings to Clean Bay certified restaurants.

Subtask 3.2 Deliverables

- Completed assessment forms for each restaurant
- Updated restaurant facilities inventory based on recent assessment results, including recommendations for certification and any necessary follow ups

Task 4 Planning & Land Development and Construction Programs

The Planning and Land Development provisions of the LA MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the City's Green Street Policy. During FY1718, McGowan Consulting completed a revision to the draft LID Developer's Guide, which provides guidance to assist the development community working within the City with proper implementation of the LID Requirements. This task assumes that the LID Developer's Guide was finalized during FY1718.

McGowan Consulting understands that a revision of the LID ordinance is contemplated during FY1819 to increase the proportion of redevelopment projects that are subject to LID. This revision would accelerate the City's overall rate of reduction in effective impervious area over time which would support the City's attainment of milestones and schedule commitments in the approved Beach Cities EWMP. It is also possible that revision to the City's ordinance may be required after the issuance of the 5th term LA MS4 Permit. Accordingly, an allocation of effort is provided for McGowan Consulting to assist City staff in preparing a revision to Chapter 8.44.095 Stormwater and Urban Runoff Pollution Control of the City's municipal code to address minor changes required by the 5th term LA MS4 Permit and/or to revise the LID provisions to carry out adaptive management actions consistent with the Beach Cities EWMP. It is assumed that this revision will not be a wholesale repeal and replacement of Chapter 8.44.095, but rather that the chapter will remain substantially intact with redline changes to be made at select locations.

The Development Construction provisions of the LA MS4 Permit require the City to ensure that development and redevelopment projects implement measures to reduce storm water pollutant loads from the development site during construction, including its own capital improvement projects. An allocation of time is included in this task for McGowan Consulting to track reporting by construction sites disturbing 1 acre or more in the State Board's online SMARTS system on a quarterly basis to ensure the proper reporting requirements have been met. For public works construction projects, it is essential for the City to ensure that online reporting is completed in a timely manner. This quarterly tracking will allow McGowan Consulting to alert City staff of potential paperwork deficiencies and need for closer follow up at large construction sites, whether they are City-owned public works projects or private commercial projects.

Most construction sites in the City are less than one acre in size and for such sites the City is responsible for ensuring that development contractors implement a prescribed list of stormwater BMPs outlined in the LA MS4 Permit consistent with the training previously provided by McGowan Consulting—the small site construction brochure developed jointly by the Beach Cities WMG is targeted at small construction site developers and can be used by City building & safety staff to educate and enforce these requirements. The City is also required to review and approve construction plan documents for sites one acre or greater subject to the statewide Construction General Permit (CGP) for consistency with a similar set of prescribed

stormwater BMPs in the LA MS4 Permit. The City must also carry out inspections of CGP sites at frequencies consistent with the LA MS4 Permit requirements. It is assumed that the City is utilizing contracted or in-house Building and Safety inspectors that are trained and knowledgeable in inspection procedures consistent with the State Board Qualified SWPPP Practitioner program for the CGP for these inspections and construction plan reviews and will provide the necessary information to McGowan Consulting for annual reporting purposes. This task includes an allocation of time to conduct one (1) refresher training with City staff on the LA MS4 Permit construction program requirements.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses primarily on activities of public works and community service staff and requires implementation of BMPs to minimize water quality impacts from the operation and maintenance of public facilities, including parks, streets, recreational and other municipally owned or operated facilities. Trash reduction efforts to meet the Santa Monica Bay Debris TMDL are included in subtask 5.1 and training of public works personnel in positions whose activities may affect stormwater quality is included in subtask 5.2.

Subtask 5.1 Trash/Debris TMDL Support

By August 20th, 2018 the City will need to determine a compliance strategy for installing full capture systems for trash to attain the Santa Monica Bay Debris TMDL in areas of the City outside of tributary areas to planned regional BMP projects. This strategy will need to be outlined in a plan that is to be submitted with the biennial Adaptive Management Report due in December 15th, 2018. Installation of 50% of the specified full capture systems will need to be completed by March 20th, 2019, and it is assumed the City will be responsible for completing installation by the deadline. This subtask provides an allocation of 48 hours for McGowan Consulting to assist City staff in developing the City's compliance strategies for trash reduction in the Santa Monica Bay and preparing the narrative plan that will be incorporated into the Adaptive Management Report, which is being completed through a separate contract under the CIMP MOU.

It is assumed that City staff will prepare GIS-based mapping to support this plan including, but not limited to, maps depicting:

- Storm drain networks within the City
- Locations of existing Full Capture Systems installed in City catch basins
- Locations of proposed certified Full Capture Systems to address 50% of the City's drainage area outside of the tributary area to planned regional BMPs
- GIS-based delineation of tributary area to each proposed and existing Full Capture System
- Locations of planned regional BMP projects with GIS-based delineation of tributary areas to each.

Subtask 5.2 Public Works Activities Training

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 targeted City 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 storm water practices related to their specific duties. A single 1- to 1.5-hour presentation is assumed with additional time for open discussion.

Subtask 5.2 Deliverables:

- Training session for targeted staff

Task 6 Illicit Connection & Illicit Discharge Elimination Program Implementation

The City's Illicit Connection and Illicit Discharge (ICID) Elimination program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's ICID procedures manual was updated in in FY15-16 for consistency with the 2012 LA MS4 Permit requirements and with the Non-Stormwater Screening and Monitoring procedures outlined in the Beach Cities CIMP. Since two rounds of training of City staff and contractors in illicit discharge identification have been completed during the current permit term, no additional training of existing field staff is required, however training of new staff members must be provided within 180 days of starting employment.

This task provides for McGowan Consulting support of City staff as needed in implementing the ICID program and/or training newly hired staff in illicit discharge identification.

Task 6 Deliverables:

- As needed training session for newly hired field staff

Task 7 Pursuit and Implementation of Grant Funding for Stormwater Projects

As part of its commitment in the Beach Cities EWMP, the City must make a good faith effort to pursue funding for the regional and distributed capital projects that are proposed for construction within its jurisdiction. Grant funding allows the City to leverage municipal resources for the construction of such capital projects. This task provides for McGowan Consulting to assist the City in the tracking and pursuit of grant funding. Once grant money is secured by the City, there are reporting and implementation requirements requisite to obtaining the funds. This task also provides for McGowan Consulting to assist City staff in meeting these requirements for awarded grant funds.

Subtask 7.1 Pursuit of Grant Funding

This subtask provides an allocation of effort for McGowan Consulting to assist City staff in preparing one (1) complete grant application for a capital project chosen in consultation with City staff based on the City's priorities for a targeted grant solicitation. This allocation of effort includes time for McGowan Consulting to assist City staff in preparing one (1) grant application and supporting information. It is assumed that City staff will provide the following items for the grant application:

- Engineers cost estimate for selected project;
- Schematics and/or GIS-based maps requested by the application; and
- Project scope/description.

Time is also allocated in this subtask for McGowan Consulting to track and evaluate grant solicitations

and funding opportunities.

Subtask 7.2 Implementation of Grant Program Requirements

In December 2016, the State Board approved funding under the Prop 1 Stormwater Implementation grant program for the design and construction of the Hermosa Beach Greenbelt Infiltration Project (Project). The eligible start date for reimbursement of grant funds was December 1, 2017. The Project is currently in the design phase and is expected to begin construction during FY1819. One of the first deliverables under the grant program is a Project Assessment and Evaluation Plan (PAEP) and Quality Assurance Project Plan (QAPP) to demonstrate that expected outcomes have been met following construction of the Project. This subtask provides an allocation of time for McGowan Consulting to review and comment on the PAEP and QAPP being prepared by the Project's design contractor under a separate contract. The Prop 1 Stormwater Implementation grant program also requires the submittal of quarterly invoice packages to the Grant Manager. An allocation of three (3) hours per quarter has been included to allow McGowan Consulting to review these packages prior to submittal. It is assumed that City staff and/or the Project's design contractor will prepare and submit the invoice packages.

An allotment of time is also included in this task to attend one (1) City Council meeting to support City staff in providing an update on the progress of the Hermosa Greenbelt Project, if needed.

COST OF SERVICES

McGowan Consulting will conduct the work effort described in the above Scope of Services for an amount not to exceed \$76,313 as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City, it is understood that reallocation of level-of-effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. When possible, consulting time for attending meetings and performing tasks in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client. Subtasks where such cost-sharing has been assumed in the level of effort are identified with an asterisk (*) in the Budget Table. Invoices will be submitted based on actual effort expended in accordance with the attached rate schedule for FY18-19. Labor rates shown in the Rate Schedule include automobile mileage, parking fees, and routine printing and copying. Other direct costs chargeable to the project may include: subcontracted graphic design, illustration and translation services; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates.

McGowan Consulting will 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 with the issuance of the 5th term permit, new/emerging regulatory issues, or significant additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, we are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to meet the need.

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 Hermosa Beach.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen McGowan". The signature is fluid and cursive, with the first name "Kathleen" and last name "McGowan" clearly distinguishable.

Kathleen C. McGowan, P.E.
Principal

Attachments:

Budget Table
Rate Schedule

**MS4 Permit Consulting Budget
FY18-19 City of Hermosa Beach**

Task Description	Labor Hours	FY1819 Budget
Task 1 Stormwater Program Management		
1.1 - Coordination and Communication	60	\$8,760
1.2 - Annual Reporting	50	\$7,300
1.3 - Permit-wide Planning and Coordination *	34	\$4,964
Subtotal Task 1	144	\$21,024
Task 2 Public Information and Participation Program		
PIPP Program Implementation	52	\$7,280
Subtotal Task 2	52	\$7,280
Task 3 Industrial & Commercial Facilities Control Program		
3.1 - Industrial/Commercial Facilities Tracking and Inventory	8	\$760
3.2 - Business Assistance (Clean Bay Restaurant)	107	\$10,165
Subtotal Task 3	115	\$10,925
Task 4 Planning & Land Development and Construction Programs		
Planning & Land Development and Construction Support	78	\$11,388
Subtotal Task 4	78	\$11,388
Task 5 Public Agency Activities Program		
5.1 - Trash/Debris TMDL Support	48	\$7,008
5.2 - Public Works Activities Training *	24	\$3,504
Subtotal Task 5	72	\$10,512
Task 6 Illicit Connection & Illicit Discharge Elimination Program		
IC&ID Program Support	10	\$1,460
Subtotal Task 6	10	\$1,460
Task 7 Pursuit and Implementation of Grant Funding for Stormwater Projects		
7.1 - Pursuit of Grant Funding	60	\$8,760
7.2 - Implementation of Grant Program Requirements	34	\$4,964
Subtotal Task 7	94	\$13,724
TOTAL ALL TASKS	565	\$76,313

* indicates tasks that incorporate cost/labor savings due to work performed in common for more than one client

McGowan Consulting, LLC

Labor Rates

Contract Year 2018-19¹

Professional/Staff Rates

Principal	\$158 per hour
Sr. Scientist	\$131 per hour
Staff Scientist	\$58 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 and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, 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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

McGowan Consulting, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

412 Olive Avenue, #189

6 City, state, and ZIP code

Huntington Beach, CA 92648

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 4 5 6 8 2 1 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Kathleen M. Lewis

Date ▶

3/15/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.