AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES

This agreement for the provision of consultant services associated with an evaluation of and recommendations for streamlining the development review process ("Agreement") is made and entered in this 2nd day of November, 2015 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City)" and Matrix Consulting Group ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to evaluation of and recommendations for streamlining the development review process (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Karen Peterson, City Planner, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," entitled "Project Schedule," which is attached hereto and incorporated herein by reference. The Services shall commence within ten (10) days of the Effective Date of this Agreement.

4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City Staff.

4.3 During the term of this Agreement, City may request that Consultant perform Extra Services. As used herein, "Extra Services" means any work that is determined necessary by City for the proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. Provided the Extra Services do not exceed twenty percent (20%) of the compensation to be paid by City to Consultant for the Services, such Extra Services may be agreed to by official in accordance with Chapter 2.16 of the Redlands Municipal Code. Consultant shall not perform, nor be compensated for, Extra Services without such written authorization from City.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 The total compensation for Consultant's performance of the Services shall be in the amount of Forty-Five Thousand Two Hundred and Fifty Dollars ($45,250). City shall pay Consultant on a time and materials basis up to the "not to exceed amount" in accordance with Exhibit B

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the project. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City
Chris Diggs
MUED Director
City of Redlands
35 Cajon Street, Suite 200
P.O. Box 3005 (mailing)
Redlands, CA 92373

Consultant
Richard Brady
President
Matrix Consulting Group
201 San Antonio Circle, Suite 148
Mountain View, CA 94040

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

6.2 Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall provide City with Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

6.3 Consultant shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

6.4 Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

6.5 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.

6.6 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize the City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City officially determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement.

8.3 Records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Consultant in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.

8.4 Consultant is for all purposes under this Agreement an independent Consultant and shall perform the Services as an independent Consultant. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however, this Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.6 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: ______________________
N. Enrique Martinez, City Manager

COMPANY

By: ______________________
Richard Brady, President

ATTEST:

____
Sam Irwin, City Clerk

EXHIBIT A

SCOPE OF SERVICES

1. EXECUTIVE SUMMARY

This section provides, as requested, a brief description outlining our qualifications and experience relevant to this study. Our firm has been providing municipal consulting services since 2002. We have extensive experience conducting development review studies, both as part of city-wide organizational studies evaluating all departments, and in dedicated studies focused entirely on the development review functions.

The following table outlines our experience evaluating development review functions as part of an organization-wide study (California communities in **bold**):

Albuquerque, New Mexico	**Half Moon Bay, California**	**Rancho Mirage, California**
Augusta, Georgia	Johnson County, Kansas	**Rancho Palos Verdes, California**
Barstow, California	Matanuska Borough, Alaska	Raymore, Missouri
Brattleboro, Vermont	Monroe County, Michigan	**Roseville, California**
Deltona, Florida	**Monrovia, California**	**San Clemente, California**
Franklin Township, New Jersey	Montpelier, Vermont	**San Rafael, California**
Fort Morgan, Colorado	Orland Park, Illinois	Spokane, Washington
Goodyear, Arizona	Orleans, Massachusetts	**Sunnyvale, California**
Greenbelt, Maryland	Portsmouth, New Hampshire	Waltham, Massachusetts

The following table outlines our recent experience evaluating development review activities as stand alone studies. Our California experience is in **bold**:

Arlington County, Virginia	Lee's Summit, Missouri
Beverly Hills, California	**Los Angeles, California (current client)**
Cupertino, California	Manatee County, Florida
Dayton, Ohio	Marion County, Oregon
DeKalb County, Georgia (current client)	**Napa, California**
Des Moines, Washington	**Oceanside, California**
East Palo Alto, California	**Pasadena, California**
Glendale, California	Salem, Oregon
Greenville, South Carolina	**San Francisco, California**
Gresham, Oregon	**San Mateo, California**
Gwinnett County, Georgia	**San Jose, California**
Hanover County, Virginia	**Santa Monica, California**
Hilton Head Island, South Carolina	Springfield, Massachusetts
Johnson City, Tennessee	**Tiburon, California**
Kissimmee, Florida	Sunrise, Florida (2 studies)
Lake Oswego, Oregon	**West Hollywood, California**
Lawrence, Kansas	West Palm Beach, Florida
Lee's Summit, MO	West Palm Beach, FL

We would also like to highlight our work with the City of Los Angeles (CA) we are currently assisting them in the implementation of our recommendations. We are also working with Culver City (CA) on development review issues.

2. APPROACH AND METHODOLOGY

In this section of our proposal, we outline our approach to providing management consulting services, provide a detailed project work plan, and outline the requirements and impacts on staff time during the engagement.

1. OUR MANAGEMENT STUDIES PHILOSOPHY

Our market niche is based on providing detailed analysis through extensive data collection, input and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- A principal of the firm is always involved in every aspect of each of our studies. This includes interviews of staff, data collection, report writing, client meetings and public presentations. For this project we would commit the Senior Vice President of the company who heads our development services practice. He would be actively involved in every project task and managing the project team.

- Our projects are approached with a firm grounding in formal analytical methodologies. Our clients receive detailed analysis of their specific issues. All impacts are identified and analyzed in detail to ensure that recommendations are implemented and that our clients (and the public they serve) can understand the reasons for recommended changes. This is achieved by:

  - Use of substantive project management techniques.
  - Extensive input from staff and other stakeholders.
  - Detailed data collection and analysis derived from primary sources.
  - Extensive internal reviews with staff and a project steering committee.
  - Detailed implementation plans.

This philosophy and approach has provided our clients with valuable assistance and advice in dealing with important public policy issues. It also provides a high level of buy-in from all affected stakeholders, as they have multiple opportunities for participation in the study and have the opportunity to be apprised of our progress throughout the term of the engagement. As noted above, it has also resulted in very high levels of implementation of our recommendations.

2. OUR UNDERSTANDING OF THE PROJECT.

We understand that the City of Redlands has previously implemented a consolidated permit center, that includes most, permit activity. This study is designed to provide a comprehensive evaluation of the development review processes, including engineering review processes, to enable modifications and enhancements to the existing service delivery model. The City, in the issued RFP, highlights the following core tasks that must be accomplished:

- Analysis of current service demand, operational practices, and organization,
- Development of an Implementation Plan for service enhancements.

These core tasks will be accomplished through evaluating all aspects of operations, including but not limited to:

- Review of core activities and inter-departmental coordination,
- Management structure and lines of authority,
- Communication mechanisms and problem solving,
- The City's regulatory framework for development review,
- Information technology considerations,
- Organizational structure and staffing levels,
- Physical environment and setting for development review processes, and
- Public outreach and education.

The City is targeted a 50% reduction in development review processing timeframes from this effort. Our proposed approach for conducting this study, and ensuring appropriate stakeholder input, is outlined in the following section.

3. PROPOSED WORK PLAN.

Our proposed approach to providing services to the City of Redlands, to conduct the scope of services outlined in the RFP for the Evaluation of the Development Review Processes, is detailed in this section.

Task 1 Identify Key Issues and Develop a Profile of Operations.

To realistically assess the development process, it is important to attain a sense of the direction that the City of Redlands is headed, and the key issues that impact and shape its service requirements. To develop this perspective, we plan to conduct a series of initial interviews with the City Manager, Development Services Director, other relevant Directors, as well as other key staff involved in the development review processes. These initial interviews will provide an opportunity to identify and isolate factors and constraints which impact current or near-term operations.

Following these initial interviews, we will complete the basic work steps defined below:

Develop an understanding and map key processing steps involved in the services under review. This includes processes such as: discretionary permit review and approval, building permit plan checking, building permit issuance, capital project planning and management, and code enforcement.
Interview staff involved in the functions under review (at all levels of the organization and from all involved departments), focusing on such issues as: basic work responsibilities, workload and allocation of time on assigned duties, processes linking divisions and departments involved in the process, and documenting staff attitudes toward key strengths and weaknesses of the existing organization.
Interview staff in other City functions (i.e., IT, Finance) that interact with the development process.
Develop a detailed description of service demand and workload trends relating to the development and engineering processes over the past several years.
Document current performance targets for the development process.
Document the current coordination mechanisms and procedures in place to coordinate the development process, including plan review, among the different divisions and departments.
Documents the current processes for scheduling and conducting building inspections.
Document the processes utilized to accept and respond to customer inquiries regarding applications, plan review or permit status, or other questions about service delivery.
Document major management and information systems available to support operations such as geographic information systems, permitting systems, and project management systems.
Document the policies and regulations utilized by staff involved in the development process. This would include the development of an understanding of polices and regulations within the comprehensive plan and zoning ordinance, the cost recovery policies of the City for the development review process, etc.
Document the staffing, revenue and expenditure trends for the past several years.
Develop process maps for the major development review processes outlining key steps in the processes and the staff / departments involved.

Where available, we will utilize existing process flows and documentation, review and update to match existing processes, and include in the profile document. Once these initial data collection activities have been completed, we will prepare a profile describing the organization, operations, and workload patterns of the development process for review with the City. This document serves as the "current state" analysis against which any recommended changes are compared.

Deliverable: Detailed profile of the processes, workloads, and staffing allocations for development services.

Task 2 Conduct an Online Survey and Hold Focus Group Meetings to Assess Customer Satisfaction with the Development Process.

To ensure that the project team has a good understanding of the customer's perspective relative to the service levels provided by the City of Redlands, we will conduct both an online survey and focus groups with prior customers, to understand the key concerns impacting satisfaction levels. This will also be utilized to identify suggestions from customers for improvement opportunities.

- We would develop a comprehensive online survey that is designed to assess the current satisfaction level of customers with a variety of metrics related to development review. Questions would focus on such areas as: customer service, knowledge and helpfulness of staff, timeliness of services, online capabilities, identification of process and procedural issues that impact service provision, etc. The survey would be available online to all customers of the development review process, and specific invitations to participate would be provided to all prior customers from the last year – based upon email availability.

- The project team would also conduct two focus groups with prior customers to elicit more detailed and specific information. While focus groups take more time and effort than customer satisfaction surveys, the interactivity of a focus group typically provides clearer feedback and enables the project team to follow-up on issues identified.

The Matrix Consulting Group would conduct up to three focus groups consisting of ten to fifteen participants each. The focus groups would consist of different sets of customers, such as contractors, and developers. Participants would be selected based on their knowledge and experience with the City's development process.

Deliverable: Summary of customer feedback from online survey and focus group meetings identifying key trends and issues.

Task 3 Survey Staff Attitudes Toward the Development Process.

To provide an opportunity for staff input regarding the development review processes, we are proposing to conduct an online electronic survey of staff from all departments involved in the development review process. We would prepare and distribute a confidential survey for completion by employees, to gather their input into potential improvement opportunities and challenges they face in providing expected services. The questionnaire would be designed to:

Elicit attitudes toward organizational elements that impact job satisfaction, leadership, performance evaluation, and the like.
Document attitudes toward the level and quality of service provided.

Document attitudes toward the overall commitment of staff to exceptional customer service philosophies.
Determine attitudes toward the adequacy of resources available to employees to accomplish their jobs and deliver services.

Once questionnaires are completed, we will analyze results and prepare an analytical summary that presents the findings of the survey. This summary will be presented to the Project Steering Committee.

Deliverable: Summary report outlining findings of the employee survey.

Task 4 Benchmark the Redlands Development Review Processes Against Best Practices.

The purpose of this task is to evaluate the Redlands development review processes against best practices. This effort provides a comprehensive view and assessment of the existing process and identifies improvement opportunities. In our experience analyzing these issues we have developed a number of "standards" of efficiency and effectiveness, which can be used against most jurisdictions. Illustrative examples of these quantitative and qualitative measures include:

On-line submittal of minor building permits such as re-roofs, sewer lateral replacement, water heater change outs, and water services using an effective automated permit information system.
Interactive voice response (IVR) or online system for customer use in scheduling inspections 24/7.
Building plan submittal, redlining, and approval over the internet.
Remote inspection data entry by building inspectors.
Twenty-four hour (one workday) turnaround time to building inspection requests.
Cycle goals or performance targets for the completion of plan review activities.
Concurrent processing of building permit plan checks and discretionary permit applications.
Over-the-counter building permit plan check for minor permits (i.e., single family home remodels).
The delegation to a zoning administrator or to staff the authority to approve routine discretionary permits applications.
The concurrent noticing of those current planning applications requiring the approval of both the City Council and Planning Commissions.
The level of delegation to staff for administrative approvals to reduce approval times.
A "one-stop shop" that co-locates all of the functions involved in the development review process.

Once Redlands' development review practices, staffing, and service delivery approaches have been documented in the best practices assessment, we will compare them to results of previous tasks and, to the extent they exist, identify major deviations between the City and these benchmarks. We will note whether the City is currently performing the best practice or whether there is an opportunity for improvement. Each identified opportunity for improvement will be analyzed and considered as a potential process improvement / recommendation.

Deliverable: Detailed best management practices assessment of the City of Redlands' development review processes.

Task 5 Evaluate Development and Related Processes.

The project team will evaluate development review and related processes to identify opportunities to streamline and more proactively manage the processes. For recommended changes, we will provide an updated process map showing the impact on the current practice. This will be supplemented by the sampling of cases to determine the processing time for different types of permits. We will then evaluate these processes from a number of perspectives, such as the following examples:

The effectiveness with which the City's automated information systems are utilized for permit, plan check, and inspection services and opportunities to improve utilization.
The reasons for delay in the processing of permits based upon the sampling of cases.
The empowering of staff and/or a zoning administrator to approve minor planning permits.
The types of building permit applications that can be submitted on-line.
The proportion of building permits processed over the counter, and whether the City utilizes a hierarchy that results in smaller plans being processed using less complex processes than larger projects.
The extent discretionary permit services are proactively managed based upon performance targets.
The hand-offs between departments and potential to cross-train staff to reduce the number of reviewers.
The permitted uses within the zoning ordinance and the regulatory philosophy reflected by the ordinance.
The approaches to simplifying the building permit process (such as reducing the number of departments/divisions involved in the review of simpler building permits, using plan checking staff from Building to provide zoning clearance for pools, etc.).
The clarity of submittal requirements for various applications and the completeness of information submitted by customers in discretionary permit and building permit applications and the degree that this impacts the ability of the City to process these applications in a timely fashion.
The extent of public education and outreach that is conducted by staff and opportunities to increase the effectiveness of these efforts.

Evaluate enabling legislation and regulations to identify the impact on permit processing and make recommendations on modifications required to improve service delivery.
Evaluate existing performance metrics and make recommendations for modification or enhancement to improve the performance management function. Ensure metrics are tied to adopted departmental goals and provide recommendations for modification as necessary.

The analysis of these issues needs to reflect the unique nature of the City and its service desires and targets. Potential improvement opportunities will be discussed with staff and the project steering committee.

Deliverable: Upon the completion of this task, we will summarize our recommendations in a detailed issues list/preliminary recommendations report regarding process improvements and operational changes.

Task 6 Evaluate Staff Utilization, Work Practices, and Service Levels.

This task involves an evaluation of staff utilization, work practices, and staffing requirements for the City for those staff involved in the development process. It will include drawing on the results of previous tasks. We will address this issue by employing several different approaches, such as those outlined below:

Identify the degree to which each of the divisions utilizes contractors to perform specialized tasks such as building permit plan checking, and the departments philosophy and guidelines for use of contractors (such as the use of contractors for workload peaks versus ongoing workload).
Evaluate opportunities to simplify or reduce staff workload. This analysis would focus on such issues as the use of technology to reduce the workload of staff like the use of IVR integrated into the automated permit information system for reducing the workload associated with scheduling building inspections (and improving customer service since inspections can then be requested on a 24/7 basis). Evaluate opportunities to reduce staff workload with targeted process changes.
Assess the efficiency and effectiveness with which the staff in each service area (building permitting, planning, engineering, etc.) are being utilized and the associated workload.
Evaluate overall staffing allocations, organizational structure and assigned duties and make recommendations – consistent with other proposed process changed – to increase the efficiency and effectiveness of service delivery.
Assess the adequacy of the permit issuance and tracking information system utilized in the land entitlement, building permitting and inspection processes. In performing this task, we will compare what exists in the City of Redlands to what the consulting team would expect in modern and progressive city with the size and complexities found in the City of Redlands. For example, is this system being utilized to track the actual processing times to performance targets that exist for development process? Are online capabilities functional and being utilized?

Assess and evaluate major enabling legislation and city policies regarding their impact on staff activities and service delivery. We would evaluate these policies and procedures from a variety of perspectives, including: clarity of these regulations, the ability to reduce or simplify them to improve service delivery, identify unneeded or duplicative steps, evaluate opportunities to automate steps, and evaluate opportunities to eliminate unnecessary approvals.

The completion of this task will allow the project team, in conjunction with previous tasks, to make recommendations regarding the optimum staffing levels and work practices in the City, opportunities to improve work practices, and opportunities to improve the efficient utilization of this staff.

Deliverable: Summary of the recommendations to improve/simplify work activities and identify the appropriate staffing required to conduct the workload.

Task 7 Document Recommendations in a Final Report and Provide a Detailed Implementation Plan.

After completing our analysis, we will document our findings and recommendations in a final project report. This report will include, among other findings, the following:

An evaluation of the City's development review and permitting processes, including its work practices, management systems, and the use of technology – including GIS and automated permit systems.
A detailed evaluation of how the City of Redlands compares to best practices in development review.
Opportunities to streamline processes, increase effectiveness, enhance customer services, etc. The recommendations will outline specific changes necessary, and the supporting staff or regulatory changes necessary to implement.
Identification and evaluation of key service levels, including the gaps between target and actual service levels. Provide recommendations on appropriate performance metrics to be utilized to monitor service delivery. The analysis will also include definition of the relationship between staff utilization and these service levels and explanation of enhancement opportunities.
Detailed staffing recommendations for all functions under review, including short, medium and long term needs based upon projected population and development activity. Provide a recommended departmental organizational structure
An implementation plan covering all recommended process improvements consisting of: • Specific implementation work steps. • Suggested responsibility for implementation. • Timing/phasing for accomplishing each work step. • Cost and/or savings impact of each recommended improvement.

We would plan to review the draft report with project steering committee, if one is established. Based on the results of that review, clarifications and additional analysis will be provided as appropriate and a final report developed. We will present the final report to the City at a public meeting, or another forum, as requested.

Deliverable: Final report containing detailed recommendations and a process improvement plan for the development review process.

2. PROPOSED PROJECT SCHEDULE.

As shown in the following table, we are proposing a ten (10) week schedule to complete this engagement.

Task	1	2	3	4	5	6	7	8	9	10
1. Initial Interviews and Profile										
2. Customer Input - Survey/ Focus Groups										
3. Employee Input - Survey										
4. Best Practices Assessment										
5. Evaluate Processes										
6. Operational / Staffing Analysis										
7. Report Development										

At the conclusion of each task, the project team will provide a written deliverable, as previously outlined in our work plan, for review.

3. FIRM INFORMATION AND ORGANIZATION

This section of our proposal provides relevant background information regarding our firm and services provided and the project team we would assign to this engagement.

1. INFORMATION ABOUT THE MATRIX CONSULTING GROUP

The Matrix Consulting Group specializes in providing analytical services to local governments, to assist them in providing highly responsive, efficient, and effective services to their residents. Our market and service focus is financial, management, staffing and operations analysis of local government. Our firm's history and composition are summarized below:

- We were founded in 2002. However, the principals and senior staff of our firm have worked together in this and other consulting organizations *as one team* for between 10 and 30 years.
- Our *only* market and service focus is management, staffing and operations analysis of local government.
- Since our founding we have worked with hundreds of municipalities and counties, conducting management studies of their operations and recommending improvements.
- Our firm maintains offices in Mountain View, California (where we are incorporated), Washington, Illinois (St. Louis Metropolitan area), Massachusetts (Boston metro) and Texas (Dallas Metro).

We are proud of our service philosophy based on detailed analysis, as well as our customized strategy and partnership with our clients. This has resulted in high levels of implementation of our project recommendations – exceeding 85%.

The following table provides some additional general demographic and contact information on our firm.

Legal Name of Firm	Matrix Consulting Group, Ltd.
Year of Formation	2002 (Incorporated in California, January 2003).
Location / Mailing Address for Corporate Headquarters	201 San Antonio Circle, Suite 148 Mountain View, CA 94040 650.858.0507 (voice) 650.917.2310 (fax)

Corporate Contact	Richard P. Brady, President 650.858-0507 rbrady@matrixcg.net
Current Staff	We currently have 15 full-time and 5 part-time staff.
Services Provided	Management, organizational, shared-services, staffing and operational (efficiency and effectiveness) analysis for public sector entities across the various functions, including: Administration (HR, Finance, IT, etc.) Business Process Documentation **Community Development** Finance studies, including user fee analysis Fire and Emergency Medical Services Law Enforcement (police, corrections, courts) Organizational Structure Analysis Parks, Recreation and Community Services Public Works Utilities / Infrastructure Maintenance

More detailed information regarding our experience, qualifications, and approach to providing services is contained in the following sections of our proposal.

2. PROJECT TEAM AND INDIVIDUAL QUALIFICATIONS.

The following points provide brief biographies, including relevant experience, for each of our proposed team members. Mr. Alan Pennington will be assigned as the Project Manager for this engagement. He will be responsible for managing the work under this engagement including oversight of the project team.

- **ALAN PENNINGTON** – Mr. Pennington is a Vice President with the Matrix Consulting Group and is based in our St. Louis area office. He has been with the firm since 2005. He has over 15 years of experience as a top manager in the public sector in Illinois and Maine before joining Matrix. His experience conducting development review studies (those where he served as project manager in bold) includes Cupertino (CA), **Dayton (OH), DeKalb County (GA), Des Moines (WA), Greenville (SC)**, Gwinnett County (GA), **Hanover County (VA), Hilton Head Island (SC), Johnson City (TN), Kissimmee (FL),** Lawrence (KS), **Lee's Summit (MO), Manatee County (FL),** San Jose (CA), Springfield (MA), **Sunrise (FL), West Palm Beach (FL)**, and **Westminster (CO).** In addition to these studies, Mr. Pennington has evaluated building and planning departments as part of larger organization-wide studies. This experience includes the following clients: Fort Morgan (CO), Franklin Township (NJ), Johnson County (KS), Montpelier (VT), Mt. Lebanon (PA), Orland Park (IL), Rancho Mirage (CA), Rancho Palos Verdes (CA), and Raymore (MO). Mr. Pennington is trained in the deployment of Six Sigma for governmental agencies. Mr. Pennington is a member of: American Planning Association, International Code Council and American Association for Code Enforcement. Mr. Pennington has a BA (Public Management) and MPA from the University of Maine. ***Mr. Pennington will serve as Project Manager / Lead Analyst.***

- **ROBIN HALEY** – Mr. Haley is a Manager with the Matrix Consulting Group, and has over 20 years of consulting experience in the public sector covering a wide spectrum of functions and issues. Mr. Haley's career has included assignments as consultant and project manager on over 100 operational, organizational and management improvement studies nation-wide. He has conducted studies of development review functions for the following clients: Beaufort County (SC), East Chicago (IN), Gary (IN), Hammond (IN), Hyattsville (MD), Livingston County (MD), Monroe County (FL), Nashville-Davidson County (TN), Peoria (AZ), Roswell (GA), Santa Monica (CA), and Waltham (MA). He holds a B.S. in Industrial Management from the Georgia Institute of Technology and an M.B.A. in Finance from Georgia State University. ***Mr. Haley will serve as a Senior Analyst on this engagement.***

- **DAVID LEE BRANCH** is assigned to support our senior staff in all subject areas. In his time with the firm he has contributed to dozens of studies, including Coral Gables (FL), Montgomery College (MD), Springfield Water and Sewer Commission (MA), Rockingham County (NH), DeKalb County (GA), Kissimmee (FL), Niles (IL), and Flower Mound (TX). Mr. Branch received his B.S. in Public Policy, Management, and Planning from USC, and his Masters in Secondary Education from the University of Missouri – St. Louis. ***Mr. Branch will serve as an analyst on this engagement supporting all senior staff.***

- **KHUSHBOO HUSSAIN** is a Consultant with the Matrix Consulting Group. Most recently, Ms. Hussain has worked with the following jurisdictions: Elk Grove (CA), Fresno (CA), Long Beach (CA), Montville (NJ), Pasadena (CA), Rancho Mirage (CA), San Pablo (CA), San Mateo (CA), Springdale (AR), University of Maryland University College (MD) and Willits (CA). Prior to joining the Matrix Consulting Group, Ms. Hussain was an analyst in international relations and government service delivery. She received a BA in International Economics and an MA in International Affairs from the University of California – San Diego. ***Ms. Hussain will serve as an analyst on this engagement.***

A resume for our project manager and lead analyst is provided on the following page.

ALAN D. PENNINGTON
VICE PRESIDENT, MATRIX CONSULTING GROUP

BACKGROUND:

Alan Pennington is a Vice President with the Matrix Consulting Group based in the St. Louis regional office. He has been employed by the Matrix Consulting Group since 2005. Prior to that he served for over 15 years in public sector positions in Maine and Illinois. He served in Peoria, Illinois (from 1992 to 2005), in various positions including Assistant City Manager, Assistant Human Resources Director, and Labor Relations Manager. Mr. Pennington has conducted operational studies and analysis, budget preparation, implementation of performance measurement systems, direct supervision of an emergency communications center, equal opportunity unit and a labor negotiator.

Agency-Wide Studies: Participated on project teams conducting evaluations of entire city organizations. Work scope included evaluation of business processes, service levels, policies and procedures, staffing levels, evaluation of spans of control, and reviewing alternatives options for overall organizational structure.

Albuquerque, New Mexico	Orleans, Massachusetts
Avon, Connecticut	Peoria County, Illinois
Fort Morgan, Colorado	Rancho Mirage, California
Franklin Township, New Jersey	Rancho Palos Verdes, California
Half Moon Bay, California	Raymore, Missouri
Johnson County, Kansas	Roseville, California
Montpelier, Vermont	South Coast Water District, California
Mt. Lebanon, Pennsylvania	University at Albany, SUNY – New York
Orland Park, Illinois	Washington State Ferries

Community Development (Planning, Building, Code Enforcement): Evaluated the development review and permitting processes. Conducted assessment of staffing, operations, process mapping, technology utilization, performance level assessment, and customer service.

Cupertino, California	Lawrence, Kansas
Dayton, Ohio	Lee's Summit, Missouri
DeKalb County, Georgia	Little Rock, Arkansas
Des Moines, Washington	Manatee County, Florida
Greenville, South Carolina	Marion County, Oregon
Gwinnett County, Georgia	San Jose, California
Hanover County, Virginia	Springfield, Massachusetts
Hilton Head Island, South Carolina	Sunrise, Florida (two studies)
Johnson City, Tennessee	West Palm Beach, Florida
Kissimmee, Florida	Westminster, Colorado

Administrative Services: Conducted studies of administrative support services including Human Resources, Finances, Procurement, and City Clerk. Study scope of work included performance measurement, customer service (internal and external), technology utilization, staffing evaluations, policy and procedure review, and comparison to best management practices.

Avon (CT) - HR, Finance, Maintenance	Portsmouth (NH) - Labor Relations, Overtime
Charlotte (NC) - Procurement	Reno/Washoe County (NV) – Procurement
CPS Consultants (CA) – Organizational, HR	Salt Lake City (UT) - Human Resources
Highland Park (IL) – HR	Santa Clara Valley Water (CA) - Procurement
Ketchikan (AK) - HR	Springfield (MA) – Clerk, Finance, Procurement
Marshall University (WV) - Procurement	Sunnyvale (CA) – Finance, Procurement
Matanuska (AK) - School Site Selection	Volusia County Transportation Planning Organization (FL) – Human Resources
Peoria County (IL) - HR, Procurement, Finance	
Portsmouth (NH) - Labor Relations, Overtime	West Virginia University (WV) – Procurement

ALAN D. PENNINGTON
VICE PRESIDENT, MATRIX CONSULTING GROUP

Parks and Recreation: Evaluated parks and recreational functions including scope of services provided, utilization of facilities, public-private partnerships, preventive maintenance and long-range planning, and technology utilization.

Grand Rapids, Michigan Los Angeles, California	Orleans, Massachusetts Southlake, Texas

Public Works and Utilities: Conducted studies of full service public works departments including maintenance, fleet, traffic, engineering, and roads. Studies have focused on evaluation of maintenance management, crew staffing and personnel, technology, organizational structure, standard operating procedures, levels of performance management, and feasibility of shares services with neighboring governmental units.

Alexandria, Virginia Charleston County, South Carolina Franklin, Tennessee (Water/Wastewater) Franklin, Tennessee (Fleet Management)	Milwaukee, Wisconsin Nashville-Davidson County, Tennessee Orleans, Massachusetts Washington County, New York

PROFESSIONAL ASSOCIATIONS:

American Association of Code Enforcement (AACE)
American Planning Association (APA)
International Code Council (ICC)
International City/County Management Association (ICMA)

KEY SKILLS:

Six Sigma Deployment Champion Certified
Mediator – DePaul University School of Law Certificate

EDUCATION:

BA, University of Maine – Public Management; 1990.
MPA, University of Maine – Public Administration, 1992.

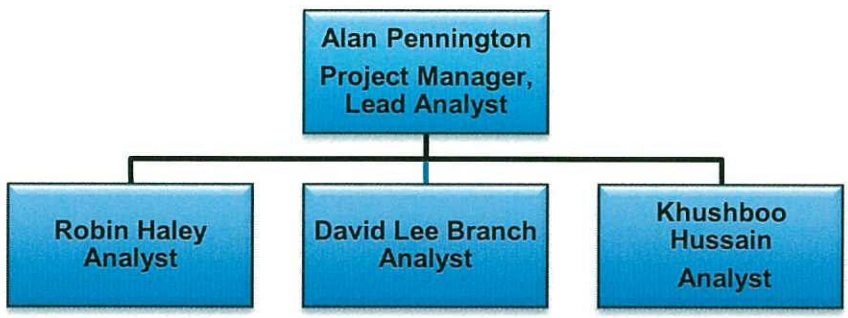
4. STAFFING

This section of our proposal summarizes our principal consultants assigned to this engagement and our approach to project management to ensure effective use of staff during the project.

1. PROPOSED PROJECT TEAM AND ASSIGNED ROLES.

This study requires consultants who have extensive experience in evaluating municipal organizations and who are subject matter experts in the evaluation of development services functions. As such, we have proposed a very experienced project team, as shown below.

Redlands Project Team
Development Review Processes Evaluation Project



As shown in the project team chart, and in the prior section outlining the background of each team member, we are proposing to complete this engagement entirely with full-time staff of the Matrix Consulting Group. The key individuals for this engagement are shown in this chart and we acknowledge that no changes in the project team can occur without the City's approval.

We are not proposing the utilization of any sub-contractors on our project team for this engagement.

2. PROJECT MANAGEMENT AND CONTROLS TO EFFECTIVELY UTILIZE STAFF.

We believe very strongly in the science of our craft. As a result, we utilize formal project management techniques in our studies to ensure the effective utilization of our staff resources in completing each engagement. These techniques include:

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.

- The project manager briefs each project team member on his/her roles and expectations. This is accomplished in writing and in person.

- The project manager and lead analyst develop general and project specific data collection plans and interview guides for all of our staff in each departmental function.

- Internal (project team) and external (client) expectations and results are managed on a weekly basis. Formal project schedules and accountability reporting mechanisms are used to report progress.

- The project manager designs and personally reviews all interim and final products before they are delivered to the client.

- We have frequent client review meetings to discuss the quality and direction of the project through interim deliverables.

These project management approaches have resulted in all of our projects being delivered at a high level of quality, on time and on budget.

EXHIBIT B

COST PROPOSAL

	Project Manager / Technical Advisor	Senior Manager	Consultant	Total Hours
1. Initial Interviews and Profile	16	16	24	56
2. Customer Input - Survey / Focus Groups	8	0	16	24
3. Employee Input - Survey	4	4	8	16
4. Best Practices Assessment	16	12	12	40
5. Evaluate Processes	16	12	12	40
6. Operational / Staffing Analysis	12	16	16	44
7. Report Development	16	16	16	48
TOTAL HOURS	**88**	**76**	**104**	**268**
Hourly Rate	**$200**	**$175**	**$100**	
Professional Cost	**$17,600**	**$13,300**	**$10,400**	**$41,300**
Travel and Expenses				**$3,950**
TOTAL COST (NOT TO EXCEED)				**$45,250**

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_✓_ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Company

Date: 11/02/2015

By: ____________________

Name

MATRI-2 OP ID: JP

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Select Accounts Department	
Suhr Risk Services 5300 Stevens Creek Blvd. San Jose, CA 95129 Select Accounts Department	PHONE (A/C, No, Ext): 408-510-5440 FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Hartford	29424
INSURED Matrix Consulting Group LTD 201 San Antonio Circle, #148 Mountain View, CA 94040	INSURER B : Landmark American Insurance	33138
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		57SBAAT1347	08/08/2015	08/08/2016	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		57SBAAT1347	08/08/2015	08/08/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			57SBAAT1347	08/08/2015	08/08/2016	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECVO5142	08/08/2015	08/08/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab			LHR827307	08/08/2015	08/08/2016	Ea Claim	1,000,000
							Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Redlands is named as Additional Insured per attached form IH1200. This insurance is primary and non-contributory per attached form SS0088. Notice of Cancellation is provided per attached form SS1223.

CERTIFICATE HOLDER	CANCELLATION
City of Redlands 35 Cajon Street, Suite 222 PO Box 3005 Redlands, CA 92373	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John B. Suhr

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

Matrix Consulting Group, Ltd

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) ▶

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.)

201 San Antonio Circle, Suite 148

6 City, state, and ZIP code

Mountain View, CA 94040

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

0 5 – 0 5 4 5 9 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** **Date ▶** 04/22/2015

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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

4. 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.