

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2013, by and between the City of Manhattan Beach, a municipal corporation ("City") and Willdan Engineering, a California corporation ("Contractor") (collectively, the "Parties").

RECITALS

A. City desires to obtain services of Contractor to fill the position of interim City Engineer.

B. Contractor represents that it is qualified and able to perform the services ("Services") required by this Agreement.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows:

Section 1. Contractor's Services. Contractor shall perform the Services described in Exhibit A in a manner satisfactory to City and consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall apply to services rendered on or after April 16, 2013, and shall terminate when the work is completed, unless sooner terminated by the City.

Section 3. Time of Performance. Contractor shall commence its services under this Agreement upon receipt of a written notice to proceed from City in the manner described in Exhibit A. Contractor shall complete the services in conformance with the timeline set forth in Exhibit A, or as otherwise directed by the City's representative.

Section 4. Compensation.

(a) City agrees to pay Contractor in accordance with the hourly rate noted in Exhibit A. In no event shall the Contractor be paid more than \$136,500 during the term of this Agreement.

(b) Unless expressly provided for in Exhibit A, Contractor shall not be entitled to reimbursement for any expenses. Any expenses incurred by Contractor that are not expressly authorized by this Agreement will not be reimbursed by City.

(c) The City Manager may authorize cumulative increases for additional work up to the lesser of \$20,000 or 10% of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

Section 5. Method of Payment. City shall pay Contractor said consideration in accordance with the method and schedule of payment set forth in Exhibit A, attached hereto and incorporated herein. Unless otherwise specified in Exhibit A, Contractor shall submit to City a detailed invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall describe in detail the services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the services performed for each day in the period, as applicable. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice.

Section 6. Independent Contractor. The Parties agree, understand, and acknowledge that Contractor is not an employee of the City, but is solely an independent contractor. Contractor expressly acknowledges and agrees that City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance or other employee benefits and that any person employed by Contractor shall not be in any way an employee of the City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers' compensation and unemployment insurance and that of his/her employees or subcontractors. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall indemnify and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's personnel practices. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

Section 7. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written approval of City. Any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principals.

(a) Contractor's responsible principal, William C. Pagett, shall be principally responsible for Contractor's obligations under this Agreement and shall serve as principal liaison between City and Contractor. Designation of another Responsible Principal by Contractor shall not be made without prior written consent of City.

(b) City's Responsible Principal shall be the City Manager, who shall administer the terms of the Agreement on behalf of City.

Section 9. Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the Services under this Agreement. All personnel engaged in the work shall be qualified to perform such Services.

Section 10. Permits and Licenses. Contractor shall obtain and maintain during the term of this Agreement all necessary licenses, permits, and certificates required by law for the provision of the Services, including a business license.

Section 11. Interests of Contractor.

(a) Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

(b) Contractor further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Contractor, to solicit or obtain this Agreement. Nor has Contractor paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.

(c) Contractor warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection.

Section 12. Insurance.

(a) Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1. **[X]** A policy or policies of Comprehensive General Liability Insurance, with minimum limits of \$2,000,000 for each occurrence and \$4,000,000 general aggregate, combined single limit, against any personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Contractor.

2. ☒ A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of \$1,000,000 per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the Services required by this Agreement.

3. ☒ Workers' compensation insurance as required by the State of California.

4. ☒ A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of \$2,000,000 per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by City. Further, Contractor agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(b) Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

2. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy, except for the professional liability policy, required by this clause shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.

5. Each insurance policy required by this Agreement shall be endorsed to state: should the policy be canceled before the expiration date, the issuing

insurer shall mail 30 days' prior written notice to the City, 10 days notice if cancellation is due to nonpayment of premium.

6. If insurance coverage is canceled or reduced in coverage or in limits, Contractor shall within two business days of notice from insurer, phone, fax and/or notify the City via certified mail, return receipt requested, of the changes to or cancellation of the policy.

(c) The City's Risk Manager may, in writing, amend and/or waive any or all of the insurance provisions set forth herein. In such case, the Contractor shall comply with the insurance provisions required by the City's Risk Manager.

(d) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A-;VII in the latest edition of Best's Insurance Guide, unless waved in writing by City's Risk Manager.

(e) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

(f) All insurance coverages shall be confirmed by execution of endorsements on forms approved by City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

(g) Any deductibles or self-insured retentions must be declared to and approved by City, and shall not exceed \$25,000.

(h) Contractor shall require each of its sub-contractors (if any) to maintain insurance coverage that meets all of the requirements of this Agreement.

Section 13. Indemnification.

(a) Consultant is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent consultants in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers,

employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section (a) herein, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such claim, liability or financial loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the Parties. With respect to such claims, Consultant shall defend City, with counsel of City's choice, at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City.

(c) Consultant shall reimburse City for any and all legal expenses and costs actually incurred by it in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or City. All duties of Consultant under this Section shall survive termination of this Agreement.

Section 14. Termination.

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to Contractor. Contractor agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon the Contractor written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends only a portion of this Agreement, such suspension shall not make void or invalidate the remainder of this Agreement.

(c) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Contractor, Contractor shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

Section 15. City's Responsibility. City shall provide Contractor with all pertinent data, documents, and other requested information as is available for the proper performance of Contractor's Services.

Section 16. Information and Documents.

(a) Contractor covenants that all data, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, the City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) All Data required to be furnished to City in connection with this Agreement shall become the property of City, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused or otherwise disposed of by City without Contractor's permission.

(d) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit said books and records, to make transcripts therefrom as necessary, and to inspect all work,

data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of 3 years after receipt of final payment.

(e) Contractor's covenants under this Section shall survive the termination of this Agreement.

Section 17. Default

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, it shall not be considered a default.

(b) If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

Section 18. Changes in the Services. City shall have the right to order, in writing, changes in the Services or the services to be performed. Any changes in the Services requested by Contractor must be made in writing and approved by both Parties.

Section 19. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this section.

If to City: City of Manhattan Beach
 1400 Highland Avenue
 Manhattan Beach, California 90266
 Attn: David N. Carmany, City Manager

If to Contractor: Willdan Engineering
 13191 Crossroads Parkway North, Suite 405

City of Industry CA 91746-3443
Attn: William C. Pagett

Section 20. Attorneys' Fees. If a party commences any legal, administrative, or other action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith, in addition to such other relief as may be sought and awarded.

Section 21. Entire Agreement. This Agreement represents the entire integrated agreement between City and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both City and Contractor.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. Venue. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Manhattan Beach.

Section 24. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than Contractor.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

Section 27. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED on the date first written above at Manhattan Beach, California.

CITY OF MANHATTAN BEACH

CONTRACTOR:

DAVID N. CARMANY
City Manager

William C. Pagett

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

EXHIBIT A
SCOPE OF SERVICES

March 21, 2013

Mr. David N. Carmany
City Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

Subject: Proposal to Provide Interim City Engineer Services

Dear Mr. Carmany:

Willdan Engineering (Willdan) is pleased to submit this proposal to provide the City of Manhattan Beach with an Interim City Engineer to perform various duties as directed by the Public Works Director, Mr. Jim Arndt or the City Manager. Willdan brings to the City of Manhattan Beach more than 49 years of experience and a record of unmatched service to over 500 public agencies. We currently serve as City Engineer for 23 cities in California.

As a multidisciplinary firm, we have a full complement of resources under one roof, enabling us to provide a complete range of services to the City of Manhattan Beach. Willdan provides a wide range of support services to local government agencies throughout Southern California and the western United States, including city engineering, civil and traffic engineering, water/wastewater engineering, structural design, landscape architectural, master planning, building and safety services, assessment district engineering, special funding administration, geotechnical services, and construction management. Because we focus solely on the needs of the public sector, we have a perspective on public agency issues that is unique among private consulting firms.

Willdan understands that the City of Manhattan Beach is seeking a consultant to provide the City with a variety of services while it recruits a new City Engineer. We understand that the City has projects in various phases of design and construction and other projects that have not yet started along with development review that need to be reviewed. As with many of our municipal clients, the City's projects involve street improvements, drainage decisions, NPDES issues and other technical matters that must be processed for actions.

Willdan understands the City's need for an individual familiar with the City Engineer function and the many areas of responsibility that it involves. We are offering Mr. Elroy Kiepke, PE (see attached resume), with more than 44 years of municipal experience, to serve as the Interim City Engineer for the City of Manhattan Beach. Mr. Kiepke has provided these services to other local agencies and he is available to fulfill the City of Manhattan Beach needs. Mr. Kiepke is well versed in the city engineering function and

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has provided oversight of numerous capital improvement projects. He has been responsible for delivering quality and cost effective public improvement projects. Mr. Kiepke has excellent verbal and written communication skills, and he is an experienced City Engineer.

Willdan proposes to provide Mr. Kiepke to the City of Manhattan Beach at the reduced hourly billing rate of \$175.00 for up to 30 hours per week, and for a not-to-exceed fee of \$136,500.

Thank you for giving us the opportunity to serve the City of Manhattan Beach. If you have any questions, please contact Mr. Elroy Kiepke at (562) 908-6278.

Respectfully submitted,

WILLDAN ENGINEERING



Elroy Kiepke, PE
City Engineer



William C. Pagett, PE
Senior Vice President

Enclosure

EK:rh
91005-11\06-130\P13-059_7351



Elroy L. Kiepke, PE, CBO, QSD

City Engineer

Education
1969, B.S., Civil
Engineering, Valparaiso
University, Indiana

Registration
1973, CA, 022382, Civil
1986, CABO, CBO, 703

1994, ICBO
Accessibility/Usability
Specialist Certificate,
74013

Qualified SWPPP
Developer, No.

00999

Affiliations
American Public Works
Association

American Society of Civil
Engineers

California Building
Officials

International Conference
of Building Officials

International Erosion
Control Association

44 Years' Experience

Mr. Elroy L. Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

Relevant Project Experience

City Engineering

- Calimesa (1998 - 2005)
- Hawaiian Gardens (2000 -- 2005)
- La Cañada Flintridge (1998 -- December 2002)
- Agoura Hills (1987 - 1998)
- Alhambra (July 1981 - 1995)
- La Habra Heights (July 1979 - May 1990)
- Bradbury (July 2002 -- 2009)

As City Engineer for the above-referenced Southern California communities, Mr. Kiepke's duties include:

- administering the public works design and inspection staff for public works construction;
- attendance at City Council and planning commission meetings;
- conducting regular office hours in City Hall;
- coordinating with the director of public works regarding matters of public policy;
- investigating complaints and pursuing corrective actions;
- meeting and conferring with the public regarding issues of concern;
- review of building plans to confirm that imposed conditions have been met;
- review of development plans for compliance with Municipal Code and General Plan requirements;
- review of proposed projects to establish conditions for development; and
- working with city staff to address questions relating to engineering.

Public Works Director

- Calimesa (1998 - 2005)
- Hawaiian Gardens (2000 -- 2005)
- La Cañada Flintridge (1998 -- December 2002)
- Agoura Hills (1987 - 1998)
- Alhambra (July 1981 - 1995)
- La Habra Heights (July 1979 - May 1990)
- Bradbury (July 2002 -- 2009)

As Public Works Director for the above-referenced Southern California communities, Mr. Kiepke's duties include:

Elroy L. Kiepke, CBO,
PE
Continued

- administering the public works design and inspection staff for public works construction;
- attendance at City Council and planning commission meetings;
- conducting regular office hours in City Hall;
- coordinating with the director of public works regarding matters of public policy;
- investigating complaints and pursuing corrective actions;
- meeting and conferring with the public regarding issues of concern;
- review of building plans to confirm that imposed conditions have been met;
- review of development plans for compliance with Municipal Code and General Plan requirements;
- review of proposed projects to establish conditions for development; and
- working with city staff to address questions relating to engineering.

National Pollution Discharge Elimination System

For Willdan projects, Mr. Kiepke developed the policies and procedures for projects requiring State construction activity permits. The purpose is to create a partnership with the contractor to develop a Storm Drain Water Pollution Prevention Plan which best meets the needs of all parties involved with the project and complies with Clean Water Act requirements.

NPDES Compliance, City of San Marino, California. Responsible for providing NPDES services to include advising staff in required NPDES actions, complete annual NPDES report, and attend NPDES meetings.

NPDES Permit Compliance, City of Agoura Hills, California. City Engineer. Responsible for attending meetings, reviewing and proposing Ordinances, preparing reports, and communicating with the community to maintain the Cities NPDES compliance efforts. This activity went from the issuance of the early permit in 1990 through August 1997. Mr. Kiepke has worked extensively with the City on compliance with NPDES permit for separate storm sewer systems. He has been instrumental in preparing ordinances for improving management practices for projects which discharge to the storm drain. On behalf of the City, he attended meetings and attended seminars to gain a better understanding of how to better shape the program's goals.

NPDES Permit Compliance, Cities of Rosemead, Paramount, and Bell Gardens, California. Mr. Kiepke due to his familiarity and availability, took over the permit programs for the above cities in October 1997, and continues his efforts in this area. This includes preparation of the Site Visit database for each city budget report preparation and attendance at Watershed meetings representing the cities. Mr. Kiepke has also conducted training classes for more than 150 City personnel as required by the Permit.

Cities of Calimesa, and La Cañada Flintridge, California. Mr. Kiepke as part of the City Engineering responsibility, administered the NPDES Programs for these cities. The Calimesa assignment involved review of the Riverside County permit.

8/15/11