

Local Agency Formation Commission of Napa County



Request for Proposals

City of St. Helena
Municipal Service Review

Response due by March 7, 2025 at 12:00 p.m.

Issued February 5, 2025

REQUEST FOR PROPOSALS FOR CITY OF ST. HELENA MUNICIPAL SERVICE REVIEW

Local Agency Formation Commissions (LAFCOs) are local public regulatory and planning agencies created by the State Legislature to coordinate the orderly development of local agencies, such as cities and special districts, and associated provision of public services. This is accomplished primarily through the regulation of public agency boundaries. Periodic comprehensive analyses, such as municipal service reviews (MSRs), help guide these decisions.

Objective

The Local Agency Formation Commission of Napa County ("Napa LAFCO") is seeking proposals from experienced consultants with Municipal Service Review (MSR) and LAFCO experience and knowledge to prepare a City of St. Helena MSR.

The MSR will include a comprehensive evaluation of all municipal services provided by St. Helena as well as a review of the City's sphere of influence (SOI) to inform whether a comprehensive update of the SOI is necessary. This work is to be completed in compliance with California Government Code section 56430.

The MSR is intended to serve as a tool to help Napa LAFCO, St. Helena, and the public better understand St. Helena's existing public service structure and consider alternatives that would optimize long-term service delivery. LAFCO, St. Helena, or the public may subsequently use the MSR, together with additional analysis where necessary, to pursue changes in St. Helena's governance structure, jurisdictional boundary, and/or SOI.

About St. Helena

The City of St. Helena, located in Napa County, is a small, picturesque town known as the "Heart of Napa Valley." Its history dates back to the mid-19th century when it was established as an agricultural hub. Initially a resting stop for travelers, it soon became a center for wine production, contributing significantly to Napa Valley's rise as a world-renowned wine region. St. Helena's historical charm is preserved through its many Victorian-era homes and buildings, as well as landmarks such as the Beringer Vineyards, established in 1876.

St. Helena spans approximately five square miles and is home to an estimated population of 5,300 residents. Despite its small size, the city has an outsized reputation for its vibrant culture, which revolves around wine, food, and art. It is home to high-end wineries, gourmet restaurants, boutique shops, and art galleries, making it a popular destination for tourists seeking a sophisticated, yet relaxed, experience.

The community of St. Helena values sustainability, heritage, and a strong sense of connection among its residents. The city embraces its agricultural roots, prioritizing the preservation of the natural environment and the support of local businesses. Community events, such as farmers' markets, art walks, and wine festivals, foster a sense of togetherness while celebrating its unique culture. Residents and visitors alike appreciate the city's tranquil atmosphere, scenic beauty, and emphasis on a high quality of life.

Expectations of the Consultant

The successful firm will accomplish the following:

1. The MSR shall use all available information including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, general plans, previous MSRs, etc. Examples of previous MSRs can be found on the Napa LAFCO website (<https://napa.lafco.ca.gov/municipal-service-reviews>). Sufficient data and information shall be collected to construct an accurate, clear, concise, current, and comprehensive report.
2. The MSR shall reflect local Napa LAFCO policies. Specific information can be found on the Napa LAFCO website (<https://napa.lafco.ca.gov/general-policy-determinations>).
3. Development of the MSR shall involve regular and effective communication with St. Helena and Napa LAFCO staff.
4. Development of the MSR shall be conducted in a fair, accurate, and objective manner.
5. The MSR shall provide valuable and practical conclusions for improvements, modifications, interagency options, and/or organizational changes to enhance and improve municipal services where appropriate, including regional opportunities, reorganization, consolidation, partnerships, dissolution, cooperative agreements and other changes.
6. Development of the MSR shall provide effective and meaningful opportunities for public participation in the review process.

Scope of Services

A Draft Scope of Services is attached to this RFP as Exhibit A. A final statement of services will be negotiated with the firm selected to ensure the MSR costs fit within LAFCO's budget, and will be included as part of the professional services agreement. A Sample Professional Services Agreement is attached to this RFP as Exhibit B.

Budget

LAFCO has limited resources to devote to MSRs. Proposals that demonstrate the final product will meet the requirements of the Cortese-Knox-Hertzberg (CKH) Act and provide useful information in a concise format will be looked upon most favorably. A final budget amount for this project will be negotiated with the firm selected for the work prior to execution of an agreement.

Proposal Requirements

The proposal shall be specifically responsive to this request and shall include, but not necessarily be limited to, the following:

1. A statement about the firm that describes history, as well as the competencies and resumes of the principals and all professionals who will be involved in the work. This statement should address the following:
 - Familiarity with the CKH Act, the role and functions of LAFCO, and the MSR process.
 - A management level understanding of how municipal services are planned, financed, and delivered.
 - Experience in governmental organization analysis, including performance measurement and evaluation.
 - Ability to analyze and present information in an organized format.
 - Ability to interpret varied engineering, financial, and planning documents.
 - Ability to facilitate and synthesize input from stakeholders.
 - Familiarity with public input processes and experience presenting and disseminating public information for review and comment in a public setting.
 - Ability to provide flexible and creative alternatives where necessary to resolve service and policy issues.
2. Identification of the lead professional responsible for the project and identification of the professional(s) who will be performing the day-to-day work. Note that any subsequent changes in staff performing the work will require prior approval by Napa LAFCO.
3. Documentation of similar or related experience accomplished within the last five years and references for each such project, including the contact name, address, and telephone number. Electronic copies of, or links to, such analyses must be provided. Prior directly related experience will be an important consideration in the selection of a consultant.

4. Description of the anticipated approach for this project, explicitly discussing and identifying any suggested changes to the Draft Scope of Services (Exhibit A). The consultant should propose its scope to accomplish the listed goals and tasks.
5. Disclosure of potential conflicts of interest.
6. Provide a preliminary project schedule showing start and ending times for each work task.
7. The anticipated project cost, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major task identified in the Draft Scope of Services.
 - c. The hourly rates for each person who will be involved in the work.

Additional Information

Agreement Provisions:

Napa LAFCO reserves the right to reject any and all proposals, waive any irregularity in the proposals, and/or to conduct negotiations with any firms or individuals, whether or not they have submitted a proposal. The Commission's initial Sample Professional Services Agreement is attached to this RFP as Exhibit B. Although the attached Sample Professional Services Agreement is subject to revision before execution by the parties, by submission of a proposal or statement of qualification the potential contractor indicates that except as specifically and expressly noted in its submission, it has no objection to the Sample Professional Services Agreement or any of its provisions, and if selected will enter into a final agreement based substantially upon the Sample Professional Services Agreement.

No prior, current, or post award verbal conversations or agreement with any officer, agent, or employee of Napa LAFCO shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP. The selected consultant's proposal will become part of the agreement. Price quotations and other time-dependent information contained in any proposal shall remain firm for a minimum of 90 days from the proposal submission deadline.

Non-Conforming Terms and Conditions:

Any proposal that includes terms and conditions that do not conform to this RFP is subject to rejection as non-responsive. Napa LAFCO reserves the right to waive any informalities or minor irregularities in connection with proposals received. Napa LAFCO reserves the right to permit a consultant to withdraw non-conforming terms and conditions from their proposal prior to the Commission taking action.

Collusion Among Respondents:

Each consultant, by submitting a proposal, certifies that it is not party to any collusive action relating to this RFP.

Conflict of Interest:

Proposers warrant and covenant that no official or employee of Napa LAFCO, nor any business entity in which an official of Napa LAFCO has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to Napa LAFCO. Proposers will notify LAFCO of any potential conflict of interest regarding other work or third party contracts.

Consultants:

During the preparation phases, Napa LAFCO reserves the right to hire consultants as necessary, in its discretion, to represent the Commission in this project.

Expenses Incurred:

There is no expressed or implied obligation for Napa LAFCO to reimburse consultants for any expenses associated with the response to this RFP.

Late Submissions:

Any proposal received after 12:00 p.m. PST on March 7, 2025 will not be considered.

Public Records:

Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. All proposals shall become the property of Napa LAFCO, and upon award of a contract to the successful proposer, all proposals shall be public records.

About Us

Napa LAFCO is currently staffed with one full-time Executive Officer and one full-time Clerk/Junior Analyst. The Commission is represented by two county members, two city members, and one member of the public. Napa LAFCO's annual budget is approximately \$0.8 million. Napa LAFCO oversees four incorporated cities, one incorporated town, and 18 special districts in Napa County.

Proposal Submittal

Confirmation of receipt is the responsibility of the sender. Proposals received after the deadline will not be considered. Questions regarding the RFP shall be directed to the Executive Officer via e-mail at BFreeman@napa.lafco.ca.gov or telephone at (707) 259-8645.

Proposals shall be submitted electronically (preferred) to BFreeman@napa.lafco.ca.gov or mailed to:

Napa LAFCO
Attn: Brendon Freeman, Executive Officer
1754 Second Street, Suite C
Napa, California 94559

Proposal deadline: **12:00 p.m. on March 7, 2025**

Proposal Evaluation Process

Napa LAFCO staff will review each proposal and evaluate the ability of each firm to meet the expectations defined herein. References will be contacted. The proposals will be ranked and the top firms will be invited to an interview with staff, Commissioners, and representatives from local agencies. The principal of the firm is required to be present during the interview. A consultant will then be selected and the contract approval process will begin. Napa LAFCO may modify this evaluation process as appropriate or needed.

Interviews with top ranked consultants are expected to be held in Napa County during the week of March 17 - 21, 2025.

Consultant Selection

Napa LAFCO reserves the right to award a contract to the firm or individual(s) that presents the proposal which, in the sole judgment of Napa LAFCO, best accomplishes the desired results. Napa LAFCO reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate deviations with the successful firm. The following attributes will be considered in determining the award of the contract:

1. Understanding of the project and commitment to meet the expectations outlined in this RFP.
2. Ability to build and maintain effective relationships with Napa LAFCO and St. Helena staff.
3. Ability to understand the goals of the study and the professional/technical competency to produce an excellent product.

4. Quality and comparability of previous related work products on which the proposer was the sole or lead consultant.
5. Ability to produce an accurate, concise, and well-researched product.
6. Provide clear and reasonable outline of cost estimates and past performance while staying within budget.
7. Ability to meet the Draft Scope of Services included as Exhibit A.
8. Effective communication with LAFCO staff, LAFCO Commissioners, and St. Helena representatives.

Tentative Schedule

It is strongly desired that the MSR is completed by October 2025. The final schedule for the MSR is flexible and subject to negotiation with the firm selected for the work prior to an agreement being recommended to LAFCO for adoption.

LAFCO Contact

Brendon Freeman, Executive Officer
Napa LAFCO
1754 Second Street, Suite C
Napa, CA 94559
(707) 259-8645

Exhibits:

- A) Draft Scope of Services
- B) Sample Professional Services Agreement

REQUEST FOR PROPOSALS FOR CITY OF ST. HELENA MUNICIPAL SERVICE REVIEW

SCOPE OF SERVICES

Napa LAFCO intends to conduct a comprehensive municipal service review (MSR) for the City of St. Helena. The information necessary to conduct the MSR is technical in nature. LAFCO desires to engage a consultant to gather information, draw conclusions from existing studies, and develop recommendations to the Commission about what actions may be appropriate in light of the Cortese-Knox-Hertzberg Act. A final scope of services will be negotiated with the firm selected to conduct the MSR and will be incorporated as part of a professional services agreement to be approved by LAFCO.

MSR Guidelines

The Cortese-Knox-Hertzberg Act requires LAFCOs to complete MSRs to develop baseline information for updating spheres of influence (SOIs). The statute sets forth the form and content of the MSR, which must inform the Commission on the following seven issues pursuant to California Government Code section 56430:

1. Growth and population projections for the area.
2. The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.
3. Capacity of public facilities, adequacy of public service, and infrastructure needs or deficiencies.
4. Financial ability of agencies to provide services.
5. Status of, and opportunities for, shared services.
6. Accountability for community service needs, including governmental structure and operation efficiencies.
7. Any other matter related to effective or efficient service delivery.

Additionally, Napa LAFCO's adopted Policy on MSRs requires the Commission to make additional determinations with respect to the following eight factors:

1. Agricultural Preserve and Measure P
2. Location and characteristics of existing outside service agreements
3. Joint powers agreements involving the direct provision of public services
4. Growth goals and policies of the land use authorities in Napa County
5. Climate change
6. Housing, including affordable housing and workforce housing
7. Transportation
8. Cumulative service impacts related to current and planned development

Exhibit A

Objectives & Expectations of the Consultant

In completing all tasks and work products, it is the express desire of LAFCO for the consultant to:

- Comply with Government Code (G.C.) section 56430; specifically, to enable the Commission to make determinations with respect to the seven factors delineated in the statute as well as the eight additional factors delineated in the policy as summarized above.
- Consider potential applications for the pilot programs established under G.C. sections 56133.5 and 56133.6 related to outside service provision. These pilot programs, if utilized, will require specific MSR determinations.
- Evaluate existing service provision and present recommendations, options, opportunities, comparisons to other areas, and industry best practices to enhance future service delivery.
- Consider the feasibility of, and explore opportunities to implement, recommendations from other LAFCO studies such as the Countywide Water and Wastewater MSR completed in 2020. Notable recommendations include pursuing enhancements in shared services, facilities, and resources.
- Conduct the required analyses in the most cost-effective manner possible.
- Utilize information that is currently available rather than initiate new analyses, including but not limited to urban water management plans, water supply assessments, capital improvement plans, engineering master plans, financial master plans, City and County General Plans, adopted budgets, audits, and previous MSRs completed by LAFCO.
- Conduct the MSR process in a collaborative fashion with regular input and review by St. Helena representatives.
- Create a product that will be beneficial to St. Helena as a planning tool.
- Provide comparisons to other areas, and industry best practices to be considered St. Helena for enhanced future service delivery.
- Have all published work products be readily accessible to, and easily understandable by, the general public.
- Use all available information relevant to the MSR including interviews, surveys, previous research, reports, engineering reports, adopted budgets, audit reports, state regulatory agency reports, general plans, previous MSRs, authorities under the law, etc. Sufficient data and information should be collected to construct a clear, concise, and comprehensive report.

Exhibit A

MSR Process & Deliverables

Preparation of the MSR will include the following steps:

1. Data collection: including distribution of requests for information and research of existing information. Meetings and/or telephone interviews with St. Helena staff are required.
2. Review, interpretation, and analysis of all the information collected, including engineering reports and financial data.
3. Produce an Administrative Draft MSR, including appropriate findings, determinations, and recommendations for Napa LAFCO staff review (electronic Word version). A copy of all reference materials should also be provided. Incorporate LAFCO staff comments, edits, and corrections to the Administrative Draft MSR and submit a revised Administrative Draft MSR for distribution to St. Helena staff for review and comment (electronic PDF and Word versions).
4. Produce a Draft MSR incorporating comments, edits, and corrections provided by St. Helena staff. Submit the Draft MSR to Napa LAFCO for distribution to the Commission, St. Helena, and the public for review and comment (electronic PDF and Word versions). Attendance at the Commission meeting to present the Draft MSR for discussion is required.
5. Produce a Final MSR addressing comments from the Commission, Napa LAFCO staff, St. Helena, and the public. This includes findings, determinations, and recommendations (electronic PDF and Word versions). Attendance at the Commission meeting to present the Final MSR proposed for adoption is required.
6. Napa LAFCO will be responsible for determining the appropriate level of environmental review and preparing all CEQA documentation for the MSR. CEQA analysis should not be included in the proposal.
7. Following Commission approval of the MSR, provide Napa LAFCO with a final electronic version (both PDF and Word versions) for distribution.

AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____, by and between the Local Agency Formation Commission of Napa LAFCO, a political subdivision of the State of California, hereinafter referred to as "LAFCO", and _____ **[TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as _____"; IF THE CONTRACTOR IS A CORPORATION, ADD THE STATE OF INCORPORATION BY SAYING, "a _____ corporation.**

RECITALS

WHEREAS, LAFCO wishes to obtain specialized services in order to _____; and

WHEREAS, CONTRACTOR represents that it is qualified and willing to provide such specialized services to LAFCO under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, LAFCO hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve LAFCO in accordance with the terms and conditions set forth herein:

- 1. Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on _____, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict), except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to LAFCO shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). **[IF THE TERM NEEDS TO ROLLOVER, ADD THE FOLLOWING:** The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of LAFCO by the Napa LAFCO Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.]

Exhibit B

2. **Scope of Services.** CONTRACTOR shall provide LAFCO those services set forth in Exhibit "A", attached hereto and incorporated by reference herein. All work performed by CONTRACTOR under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in CONTRACTOR's field of expertise.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, LAFCO shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by LAFCO. **[OR, USE THIS ALTERNATE LANGUAGE]** Travel and other expenses will be reimbursed by LAFCO upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the policy(s) set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement **[ADD "per fiscal year" IF PARAGRAPH 1 HAS AN AUTOMATIC ROLLOVER]** shall be a total of _____ (\$_____) for professional services and _____ (\$_____) for expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. **[DELETE THE TWO REFERENCES TO EXPENSES IF (b) SAYS NO EXPENSES WILL BE REIMBURSED]** In no instance shall LAFCO be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs. CONTRACTOR shall be paid at the times and in the manner set forth in this Agreement. The consideration to be paid CONTRACTOR, as provided in this Agreement, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance of work under this Agreement, including travel and expenses, unless otherwise expressly so provided.

4. **Method of Payment.**

(a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to LAFCO of an itemized billing invoice in a form acceptable to the LAFCO Executive Officer which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Invoices shall also indicate the number of hours worked by each of CONTRACTOR's personnel and reimbursable costs incurred to the date of such billing since the date of the preceding billing, if any. The invoices shall include documentation of reimbursable expenses and other invoiced items sufficient for LAFCO, in its opinion, to substantiate billings.

(b) CONTRACTOR shall submit invoices not more often than monthly to the Executive Officer. Approved invoices shall be submitted to the Napa County Auditor for payment no later than fifteen (15) calendar days following receipt. CONTRACTOR shall be notified within fifteen (15) calendar days following receipt of its invoice by LAFCO of any circumstances or data identified by LAFCO in CONTRACTOR's written billing which would

Exhibit B

cause withholding of approval and subsequent payment. LAFCO reserves the right to withhold payment of disputed amounts. **[DELETE ALL SENTENCES AND PHRASES IN THIS SUBPARAGRAPH WHICH REFER TO EXPENSES IF PARAGRAPH 3(b) DOES NOT PROVIDE FOR EXPENSE REIMBURSEMENT]**

(c) Legal status. So that LAFCO may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the LAFCO Executive Officer upon request in a form satisfactory to the LAFCO Executive Officer. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, LAFCO employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that LAFCO may monitor the work performed by CONTRACTOR. LAFCO shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **[Reserved.]**

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide LAFCO with certification of all such coverages as set forth in subsection (c), below.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under

Exhibit B

this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

[COMMENT: IF THIS IS A CONSTRUCTION CONTRACT, CHECK WITH LAFCO'S RISK MANAGER FOR THE CORRECT AGGREGATE AMOUNT, BEFORE LETTING BIDS BECAUSE THE AMOUNTS MUST BE STATED IN THE BID SOLICITATION, NOT JUST IN THE EVENTUAL CONTRACT DOCUMENT]

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit per occurrence.

(c) Certificates. All insurance coverages referenced in 7(a) and (b), above, shall be evidenced by one or more certificates of coverage or, with the consent of LAFCO's Risk Manager, demonstrated by other evidence of coverage acceptable to LAFCO's Risk Manager, which shall be filed by CONTRACTOR with LAFCO's Executive Officer prior to commencement of performance of any of CONTRACTOR's duties. Such certificate(s) shall (1) reference this Agreement by its LAFCO number or title;(2) shall provide that LAFCO shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and (3) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(d) For the commercial general liability insurance coverage referenced in 7(b)(1) and the comprehensive automobile liability insurance coverage referenced in 7(b)(3), CONTRACTOR shall also file with the evidence of coverage, an endorsement from the insurance provider naming LAFCO, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. The certificate or other evidence of coverage shall also provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of LAFCO shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to LAFCO with respect to any insurance or self-insurance programs maintained by LAFCO. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by LAFCO's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(e) Deductibles/Retentions. Any deductibles or self-insured retentions shall be

Exhibit B

declared to, and be subject to approval by, LAFCO's Risk Manager, which approval shall not be denied unless the LAFCO's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by LAFCO's Risk Manager, if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects LAFCO, its officers, employees, agents and volunteers, or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify LAFCO and the officers, agents, employees and volunteers of LAFCO from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, including any patent or copyright infringements, but excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of LAFCO or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold LAFCO and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. **Termination.**

(a) LAFCO shall have the right to terminate this Agreement for any reason, with or without cause, at any time, by giving CONTRACTOR fifteen (15) days written notice. The notice shall be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to CONTRACTOR at the address indicated in Section 13.

(b) If LAFCO issues a notice of termination:

(1) Contractor shall immediately cease rendering services pursuant to this Agreement.

Exhibit B

(2) Contractor shall deliver to LAFCO copies of all Writings, whether or not completed, which were prepared by Contractor, its employees or its subcontractors, if any, pursuant to this Agreement. The term "Writings" shall include, but not be limited to, handwriting, typesetting, computer files and records, drawings, blueprints, printing, photostating, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including, letters, works, pictures, sounds, symbols computer data, or combinations thereof. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only LAFCO shall be entitled to claim or apply for the copyright or patent thereof.

(3) LAFCO shall pay Contractor for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 3, less any compensation to LAFCO for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. Such payment shall be in accordance with Section 4. However, if this Agreement is terminated because the work of Contractor does not meet the terms or standards specified in this Agreement, then LAFCO shall be obligated to compensate Contractor only for that portion of Contractor's services which is of benefit to LAFCO. LAFCO may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to LAFCO from CONTRACTOR is determined.

10. **Time.** Time is of the essence in this Agreement.

11. **Campaign Contribution Disclosure.** Contractor has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has completed the Levine Act Disclosure Statement attached hereto as Exhibit "C."

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

LAFCO

Brendon Freeman, Executive Officer
1030 Seminary Street, Suite B
Napa, CA 94559

CONTRACTOR

[Name]
[Address]

Exhibit B

14. **National Labor Relations Board Certification.** CONTRACTOR, by signing this Agreement, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a federal court which orders CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code § 10296).

15. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to LAFCO's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of LAFCO, expressed through its Executive Officer. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to LAFCO all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by LAFCO.

16. **No Assignments or Subcontracts.**

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of LAFCO, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for LAFCO to withhold its consent to assignment. For purposes of this subparagraph, the consent of LAFCO may be given by the Executive Officer.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only LAFCO, through its Commission in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place

Exhibit B

any interpretation upon any of the provisions of this Agreement. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability or medical condition (including cancer, HIV and AIDS), use of family care leave or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of LAFCO by the State of California pursuant to agreement between LAFCO and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation

Exhibit B

available upon request to LAFCO for inspection.

(c) Americans with Disabilities Act (ADA) of 1990. By signing this Agreement, CONTRACTOR assures LAFCO that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA, including but not limited to those found within the Code of Federal Regulations, title 49, parts 27, 37, and 38.

(d) Drug-Free Certification. By signing this Agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.

(2) Establish a Drug-Free Awareness Program to inform employees about:

- i. The dangers of drug abuse in the workplace;
- ii. The person's or the organization's policy of maintaining a drug-free workplace;
- iii. Any available counseling, rehabilitation, and employee assistance programs; and
- iv. Penalties that may be imposed upon employees for drug abuse violations.

(3) Every employee of CONTRACTOR who works under this Agreement shall:

- i. Receive a copy of CONTRACTOR's Drug-Free Workplace Policy Statement; and
- ii. Agree to abide by the terms of Contractor's Statement as a condition of employment on this Agreement.

(e) Union Organizing: By signing this Agreement, CONTRACTOR hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

(1) CONTRACTOR will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.

(2) CONTRACTOR will not meet with employees or supervisors on LAFCO or state property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

(3) No funds received from LAFCO under this Agreement shall be used to assist, promote, or deter union organizing.

(f) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on

Exhibit B

amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold LAFCO harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that LAFCO is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish LAFCO with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** LAFCO, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after LAFCO makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and LAFCO each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to LAFCO and shall not, during the term of this Agreement, acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as LAFCO may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of LAFCO relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, LAFCO may terminate this Agreement immediately upon giving written notice without further obligation by LAFCO to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that LAFCO has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation.

By authorizing its Chair to execute this Agreement on its behalf, LAFCO's Commission hereby determines in writing on behalf of LAFCO that CONTRACTOR has been hired to perform a

Exhibit B

range of duties so limited in scope as to not be required to comply with such disclosure obligation.

24. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the public generally.

25. **Ownership; Permission.**

- a. CONTRACTOR agrees that all work products, including but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property produced in the performance of this Agreement, shall be the sole property of LAFCO, provided that CONTRACTOR may retain file copies of said work products. CONTRACTOR shall provide said work products to LAFCO upon request.
- b. CONTRACTOR represents and warrants that: (i) all materials used or work products produced in the performance of this Agreement, including, without limitation, all computer software materials and all written materials, are either owned by or produced by CONTRACTOR or that all required permissions and license agreements have been obtained and paid for by CONTRACTOR; and (ii) LAFCO is free to use, reuse, publish or otherwise deal with all such materials or work products except as otherwise specifically provided in Exhibit "A." CONTRACTOR shall defend, indemnify and hold harmless LAFCO and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** This Agreement, including any documents expressly incorporated

Exhibit B

by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

TYPE IN LEGAL NAME OF CONTRACTOR; IF THE CONTRACTOR USES A FICTITIOUS BUSINESS NAME AS WELL, ADD "doing business as" FOLLOWED BY THE FICTITIOUS BUSINESS NAME]

By _____
[NAME] , [Title]

[IF CONTRACTOR IS A CORPORATION, EITHER ADD A SECOND SIGNATURE LINE AND MAKE SURE THAT ONE SIGNATURE IS BY THE CORPORATION'S PRESIDENT, VICE-PRESIDENT OR CHAIRMAN AND THE OTHER IS BY THE SECRETARY, TREASURER OR CHIEF FINANCIAL OFFICER OR OBTAIN AUTHORIZATION FROM THE CORPORATION FOR A SINGLE PERSON OR POSITION TO SIGN THE CORPORATION'S CONTRACTS]

By _____
[NAME] , [Title]

"CONTRACTOR"

Local Agency Formation Commission of Napa County, a political subdivision of the State of California

By _____
 , Commission Chair

"LAFCO"

Exhibit B

ATTEST: Clerk of LAFCO

By: _____

<p>APPROVED AS TO FORM Commission Counsel</p> <p>By: _____</p> <p>Date: _____</p>
--

<p>APPROVED BY LAFCO</p> <p>Date: _____</p> <p>Processed by: _____</p> <p>Clerk of LAFCO</p>

Exhibit B

EXHIBIT “A”

Scope of Work

(Include detailed description of tasks to be performed and timing)

Exhibit B

EXHIBIT “B”

Rates of Compensation/Expenses

(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a “not to exceed” figure)

Exhibit B

EXHIBIT "C"
LEVINE ACT DISCLOSURE STATEMENT

(To be completed by all proposers on LAFCO consultant contracts)

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

Current members of the Napa County LAFCO are:

Margie Mohler	Diane Dillon
Gregory Rodeno	Brad Wagenknecht
Scott Sedgley	Ryan Gregory, Alternate
Kenneth Leary, Alternate	Erik Lawrence, Alternate

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any LAFCO Commissioner(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications? YES NO

If yes, please identify the Commissioner(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any LAFCO Commissioner(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Commissioner(s): _____

Answering yes to either of the two questions above does not preclude LAFCO from awarding a contract to your firm. It does, however, preclude the identified Commissioners from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)