



Local Agency Formation Commission of Napa County
Subdivision of the State of California

1030 Seminary Street, Suite B
Napa, California 94559
Phone: (707) 259-8645
Fax: (707) 251-1053
www.napa.lafco.ca.gov

We Manage Local Government Boundaries, Evaluate Municipal Services, and Protect Agriculture

Agenda Item 5i

TO: Local Agency Formation Commission

PREPARED BY: Brendon Freeman, Executive Officer

MEETING DATE: December 7, 2015

SUBJECT: Update on Consultant Selection Process for Preparation of Municipal Service Reviews and Sphere of Influence Updates

BACKGROUND

At its August 3rd meeting, the Commission established a Request for Proposals Subcommittee (“RFP Subcommittee”) consisting of the Executive Officer, Commissioner Dillon, and Commissioner Pitts. The RFP Subcommittee was established for purposes of reviewing proposals submitted by private consultants to assist the Commission in its preparation of municipal service reviews (MSRs) and sphere of influence (SOI) updates for five local agencies: City of Calistoga; City of St. Helena; Town of Yountville; Circle Oaks County Water District; and Los Carneros Water District. The Commission received proposals from three private consultants: (1) Policy Consulting Associates; (2) Jan Lopez; and (3) SWALE, Inc. At its October 5th meeting, the Commission authorized the RFP Subcommittee to select a private consultant (or multiple consultants if appropriate) as well as authorized the Executive Officer to sign the consultant contract(s).

SUMMARY

On November 23rd, the RFP Subcommittee held a meeting for purposes of selecting a preferred private consultant (or consultants). The RFP Subcommittee assigned weighted scores to the proposals according to proposed costs, timelines, experience and skill level of personnel, hourly rates for potential additional work, interview quality, and quality of reference checks. The caliber and quality of each private consultant was high with each firm appearing to be capable, professional, and qualified to perform the scope of services needed by the Commission. The RFP Subcommittee ultimately selected SWALE, Inc. to prepare MSRs and SOI updates for all five local agencies for the following reasons:

- Proposal is thorough, well organized, and cost effective;
- SWALE, Inc. appears highly experienced, professional, and qualified to provide services specific to the preparation of MSRs and SOI updates;
- Reference checks were entirely positive;
- Interview quality was exceptionally high;
- SWALE, Inc. received the highest weighted score as ranked by the RFP Subcommittee according to the earlier referenced factors; and
- SWALE, Inc.’s proposal includes a discount if selected for multiple agency studies

Juliana Inman, Chair
Councilmember, City of Napa

Diane Dillon, Vice Chair
County of Napa Supervisor, 3rd District

Brian J. Kelly, Commissioner
Representative of the General Public

Greg Pitts, Commissioner
Councilmember, City of St. Helena

Brad Wagenknecht, Commissioner
County of Napa Supervisor, 1st District

Gregory Rodeno, Alternate Commissioner
Representative of the General Public

Joan Bennett, Alternate Commissioner
Councilmember, City of American Canyon

Keith Caldwell, Alternate Commissioner
County of Napa Supervisor, 5th District

Brendon Freeman
Executive Officer

Staff is working with Commission Counsel and SWALE, Inc. to finalize a professional services agreement to commence work on the referenced MSRs and SOI updates. A final professional services agreement is expected to be signed by SWALE, Inc. prior to the beginning of the 2016 calendar year. Negotiations may occur for the possibility of additional work on other scheduled studies in the Commission's Work Program at the hourly rates identified in SWALE, Inc.'s proposal.

ATTACHMENT

- 1) Draft Professional Services Agreement: Napa LAFCO and SWALE, Inc.

AGREEMENT NO. _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of December, 2016, 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 SWALE, Inc., a California corporation.

RECITALS

WHEREAS, LAFCO wishes to obtain specialized services, in order to complete Municipal Service Reviews and Sphere of Influence updates for the City of Calistoga, the City of St. Helena, the Town of Yountville, the Circle Oaks County Water District, the Los Carneros Water District, and/or other service providers, as needed; 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 August 31, 2016, 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).
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. 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 shall be a total of Sixty-One thousand, Nine-hundred, Fifty dollars (\$ 61,950) ; 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. 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 Director 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 cause withholding of approval and subsequent payment. LAFCO reserves the right to withhold payment of disputed amounts.

(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 Director upon request in a form satisfactory to the LAFCO Executive Director. 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 this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(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 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.

(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, Ste. B
Napa, CA 94559

CONTRACTOR

Kateri Harrison
President and CEO
111 Bank Street, #202
Grass Valley, CA 95945

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 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 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;

free workplace;
programs; and
violations.

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

(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 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 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 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.

SWALE, INC.

By _____
Kateri Harrison, President and CEO

By _____
[Name], Chief Financial Officer

**LOCAL AGENCY FORMATION COMMISSION OF
NAPA COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF CALIFORNIA**

By _____
Juliana Inman, Commission Chair

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 “A”

Scope of Work

Task 1: Project Initiation and Management

To start the MSR process, a “kick-off” meeting will be held to provide an opportunity for LAFCO staff to meet with the consulting team. During the kick-off meeting, LAFCO staff and the Consulting Team will finalize the scope of services, schedule, and prepare for upcoming tasks. The final schedule will be attached to this Agreement as Exhibit A-1, and is incorporated herein by this reference.

The consulting team will be managed by Kateri Harrison. Ms. Harrison will be the primary contact for Napa LAFCO on all matters related to this project. SWALE Inc. warrants that it can, and will, meet all established deadlines in the final schedule. SWALE is cognizant of LAFCO’s budgetary constraints. SWALE will focus its work on key issues and accomplish its work in the most efficient manner possible.

LAFCO and SWALE staff will hold a regularly scheduled, twice-monthly (i.e. every other week) conference call to allow LAFCO to check-in on the status of the analysis and for consultants to discuss questions and issues with LAFCO staff.

Additionally, SWALE Inc. will utilize an on-line project communication tool called “Wiggio” which functions as an enhanced dropbox or ftp site. LAFCO staff will be invited to join the MSR/SOI group and to readily view the project calendar, posted files, text messages and other group communications. This communication tool will also allow LAFCO staff to easily send messages to any member of the consultant team regarding specific issues. This on-line communication tool will be available 24-hours per day 7 days a week throughout the life of the project. Members of the consulting team shall check it frequently for updates.

Task 2: Data Collection and Review

SWALE will collect data from a variety of sources to support the Commission’s determinations on the MSR/SOI updates under the CKH Act, focusing on the following:

- Current and historical data;
- Future forecasts including land-use and demographic changes;
- Changes in Personnel, Budget and Programs since completion of the previous MSR/SOI; and
- Issues and alternative solutions related to future needs.

SWALE, Inc. has carefully reviewed the previous (2007/8) MSR/SOIs and will prepare second-generation MSRs for LAFCO where we will focus data collection and analysis on four major elements:

- **Finances:** SWALE’s consulting analyst will assess the revenues and expenditures by fund type from audited financial statements. A basic analysis will be done to ensure that the districts have the financial ability to provide services. We will look for opportunities to save money and improve efficiency through the budgeting process.
- **Personnel:** SWALE’s planners will assess and compare any personnel changes that have been made since the previous MSR/SOI was conducted. The methodology will include a comparison of FTE’s.
- **Programs:** SWALE’s planners will inquire about any programs that have been added, transferred, consolidated, or eliminated from an agency’s operations. We will consider whether agencies are

continuing to develop and use program-level efficiency measures. Additional strategies to improve efficiency will be discussed.

- Land-use development: SWALE’s planners will review the Regional, County and City/Town general plans to determine whether any land-use or policy changes will affect the districts. SWALE’s planners will also utilize socio-economic data to consider future growth scenario’s for the districts. We will assess whether the districts have made any plans to expand or contract services over the next five years.

Prior to drafting and distributing a “Request for Information” (RFI) to send to agency staff, the consulting team will review agency websites to determine what information is readily available on-line within the four focus areas. A summary listing of agency websites is presented in the table below.

Agency	Website	Notes
City of Calistoga	http://www.ci.calistoga.ca.us/	Website includes community profile, meeting agendas and videos, annual budgets and independent audited financial statements.
City of St. Helena	http://cityofsthenana.org/	Website includes meeting agendas and minutes. City uses opengov.com to readily display financial information.
Town of Yountville	http://www.townofyountville.com/	Website includes most meeting agendas, some meeting minutes and videos. It also includes master fee schedule and annual budgets. Independent audited financial statements were not found.
Circle Oaks County Water District	http://www.cocwd.com/	Website includes independent audited financial statements for FY 11/12 and 12/13, meeting agendas, and some of the meeting minutes.
Los Carneros Water District	http://carneroswater.org/SitePages/Home.aspx	Website includes the current and past meeting agendas. Past meeting minutes not found. Independent audited financial statement for FY 11/12 is available; however more recent statements were not found.

In addition to the local agency websites, consultants will collect data from available regional and state databases. A review of permits, capacity, and compliance will be performed. After review of readily available data, we will assess whether additional information is needed to fill in any data gaps. We will prepare a “Request for Information” to solicit information in a closed-ended manner from the agencies.

Task 3: Conduct Outreach

Consultants will meet with appropriate staff members from each agency in person to explain the MSR/SOI Update process and to review the requested information. Throughout the entire MSR/SOI process, SWALE will work to enhance communication ties with the service providers.

Task 4: Data Analysis

Utilizing the information collected in Task 2 and the results of the outreach in Task 3, consulting planners will analyze the data and assemble it into easy to read text, tables and/or graphs. The data analysis will relate the analysis to key indicators for each of the topics associated with the MSR and SOI determinations. The Consultant Team will also assess financing constraints associated with meeting projected future demands on services. Cost-recovery methods including opportunities for rate restructure, or shared facilities will be evaluated. We will prepare district profiles and maps and provide these to LAFCO staff. For the SOI Updates, a range of alternatives will be presented. These alternatives will consider issues related to management efficiency and capacity of District governance structure to accommodate future changes.

Task 5: Admin Draft MSR/SOI Report

SWALE will prepare an administrative draft MSR/SOI Update report for each district/city. We will utilize the information analyzed in Task 4 to prepare text, tables and graphs assembled in a logical manner and directly related to the determinations for the MSR and SOI. SOI studies will include identifying SOI options, providing SOI policy analysis, drafting SOI determinations, and offering SOI recommendations.

Bruce

Baracco will peer review draft documents and provide review edits to our internal team. This is part of our internal QA/QC process that ensures LAFCO receives the highest quality information.

The Administrative Draft MSR/SOI Update will be shared with LAFCO staff for review, as well as with staff of three cities and two water districts so they can communicate any concerns to SWALE.

Task 6: Incorporate comments and prepare Draft MSR/SOI

After obtaining staff feedback, we will update the documents accordingly and submit a formal public review draft to LAFCO. Ms. Harrison, Project Manager will be available to attend the Commission meeting and provide a presentation on the draft document, if necessary.

Task 7: Final MSR Report

Comments received on the draft document will be addressed and the consulting team will submit a final MSR document to LAFCO as part of Task 7.

Abbreviated and Comprehensive Studies

SWALE Inc. has carefully read the Solicitation from the Napa LAFCO and agrees to provide the services described therein. Based on our preliminary review of Napa LAFCO's past Municipal Service Review documents for the public service purveyors, we believe that the information contained therein provides a solid foundation for the collection and analysis of new data that will better inform service providers and LAFCO as they continue to work together for the benefit of the public and their customers. SWALE will focus on emerging issues in Napa County and build new analyses, updated policy discussions, and consideration of key challenges related to service providers from this existing foundation.

The RFP requested that for each report, the consultant should provide an estimate of hours for an abbreviated study and a comprehensive study, if needed.

An abbreviated study or “checklist” study includes the following components:

- The Updated MSR/SOI is in the same format as the past (2007/2008) MSR/SOI.
- The MSR and SOI are combined into one document.
- Information that has not changed such as the overview of services and basic descriptions of the agencies will be reutilized and imported into the Updated MSR/SOI.
- A Checklist will be distributed to the subject agency to gather data.
- Data that has changed since the 2007/2008 MSR/SOI will be updated with recent information with a focus on data related to: 1) Finances, 2) Personnel, 3) Programs, and 5) Land-use development.
- Text will be added to the MSR to comply with new state laws regarding Disadvantaged Unincorporated Communities.
- Text will be added to the SOI to comply with new state laws regarding consideration of regional transportation plans.
- Updated SOI analysis may be presented in a matrix format, similar to the SOI Update SWALE Inc. recently prepared for Nevada LAFCO.
- GIS maps will be updated to reflect new boundary changes and to show any out of area provision of service.
- Updated citations and bibliographic references will be provided so that any member of the public can easily find the data and verify the results presented.
- Approximately 12 pages in length.

A comprehensive study includes all of the components of the abbreviated study plus the following:

- Emphasis on watershed context, water source, and water quality utilizing state databases for those service providers who distribute water.
- Additional text and analysis on metrics and indicators for key parameters related to determinations. SWALE Inc. can provide a list of suggested indicators for each determination upon request.
- An agency profile which summarizes key features of each agency (such as date of formation and size) will be included in the beginning of the MSR/SOI.
- For those cities that provide fire protection services, additional analysis of fire safety and training will be provided. Additionally, we will relate water supply to the adequacy of water availability for fire-fighting purposes.
- Additional detail on socio-economics and population projections within each service area will be provided.
- Analysis of the agency’s website to assess transparency of information.
- MSR/SOI document will be provided in an attractive format complete with clear headings and photographs.
- If MSR/SOI for multiple agencies is being prepared by SWALE Inc., we will include a comparative analysis in the Executive Summary. For example, size/acreage among districts can be compared. Population, rates, or practices can also be compared.
- Other components can be added in consultation with LAFCO.
- Approximately 25 pages in length

Assumptions

Based upon the information contained in the Request for Proposals, our proposed Scope of Work is based on the following assumptions:

- As part of this effort, Napa LAFCO Staff will:
 - Participate in coordination meetings and conference calls with the SWALE consultant team;

- Assist in administrative functions such as noticing public hearings and meetings;
- Arrange for logistical support at public hearings and meetings (e.g., venue reservation, audio/visual, recorder, etc.);
- Confirm or rectify any discrepancies regarding boundaries and SOI's in the GIS mapping data;
- Provide primary contact information for all districts to consultant team;
- Prepare staff reports and resolutions for the Commission;
- Ensure any necessary legal review is conducted by LAFCO's legal counsel;
- Disseminate public review draft MSR/SOI reports on the LAFCO website.
- Print any hardcopies.

General project assumptions based on the information contained in the Request for Proposals include the following:

- A project kick-off meeting between the LAFCO and the consultant team is anticipated;
- In-person interviews with cities/water districts associated with the RFIs will be in-person meetings;
- Consistent with Second Round MSRs, the primary information base will be existing city/district data, LAFCO data, and other data sources in the public domain – the consultant team shall examine and analyze these data sources (e.g., a *forensic audit* of the pro forma data used by cities/special districts to develop their reports will not be undertaken). In other words, the consultant team can verify the analytical methodologies used by cities/special districts in developing their published/unpublished documentation but the consultant will not inspect original data files, monitoring records, field crew notes, or other production-related data as part of the cities/special districts' operational data keeping;
- Apart from the checklist distribution, no independent new field data collection, surveying, or testing will be conducted;
- Public participation in addition to the notice period for the draft and final MSR could include varying levels of public input – at this time, however, a separate Public Meeting or workshop is not included in the Scope or Work;
- In the event that CEQA analysis is required for any component, a separate Scope of Work and associated cost estimate will be prepared.

Project Schedule

The table below is a schedule of milestones and the dates in bold indicate deadlines critical to maintain proposed project completion date.

Milestone	Estimated Start Date	Estimated Completion Date
Task 1: Project Initiation and Management		
LAFCo Contract Approval		Oct 5, 2015
Kick-off Meeting with LAFCO Staff (Post-award meeting)		Oct 5
Submit Work Plan, Schedule, and Template	Oct 5	Oct 12
Task 2: Data Collection and Review		
Review agency website for existing data	Oct 12	Oct 19
Develop and Send Supplemental Survey	Oct 19	Nov 2
Agency Responses Received	Nov 2	Nov 19
Confirmation of Compiled Data by Agencies	Nov 19	Nov 30
Task 3: Conduct outreach		
Interviews with Agencies	Nov 2	Nov 19
Task 4: Data Analysis		
Analyze and Prepare tables, graphs, charts, maps	Nov 30	Dec 30
Task 5: Admin Draft MSR/SOI Report		
Preliminary Findings/ Administrative Report to LAFCO and Agency staff	Dec 15	Jan 30
Task 6: Address Comments & Draft MSR Report		
Address comments from LAFCO (and agency) staff resulting from Task 5.	Feb 1	Feb 14
Prepare Draft MSR	Feb 7	Feb 21
Release of Draft MSR	Feb 22	March 15
Presentation of Draft MSR at Commission Meeting (special meeting required)		March 7
Comment Period Ends		March 15
Task 7: Final MSR Report		
Respond to Comments and Prepare Final MSR	Mar 7	Mar 22
Presentation of Final MSR for Adoption at Commission Meeting		April 4
Release of Final MSR with Findings		April 11

EXHIBIT “B”

Rates of Compensation/Expenses

Project Budget

A separate budget for each of the five studies is provided below. An abbreviated study will cost 30% less than a comprehensive study. This budget represents SWALE Inc.’s cost proposal for completion of the entire project including contractor charges, mileage expenses, and clerical or other employee expenses, meeting attendance, telephone, duplication, fax, postage or other expenses. Because SWALE Inc. is a local firm, lodging and meal expenses are not anticipated. The not-to-exceed budget for each study is set forth below:

Budget Summary

SWALE Inc.		
Budget Summary for five MSR/SOI Updates		
	<i>Comprehensive Study</i>	<i>Abbreviated Study</i>
City of Calistoga	\$15,070	\$10,549
City of St. Helena	\$15,070	\$10,549
Town of Yountville	\$15,070	\$10,549
Circle Oaks County Water District	\$10,000	\$7,000
Los Carneros Water District	\$10,000	\$7,000

Because SWALE Inc. has been awarded 2 or more of the MSR/SOI Updates, the table above reflects a discount of 5% off the originally proposed price due the economies of scale.

Hourly Rates

Harrison	\$110
Hinman	\$100
Baracco	\$105
GIS Analyst	\$75

Detailed budgets for each MSR/SOI Update will be attached hereto as Exhibit B-1, and incorporated herein by this reference, once LAFCO staff and SWALE have determined which studies will be comprehensive, and which will be abbreviated/checklist-based.

SWALE Inc. Budget Estimate for Napa LAFCO
Example: Comprehensive MSR/SOI for City of Calistoga

Description	COST CHECK					Labor
	Harrison	Hinman	Barraco	GIS	Contingency	
Task 1 Project Initiation and Management						
a. Kick-off mtg w LAFCO	4.0	1.0	1.0	1.0		\$720.0
b. coordination calls w LAFCO	2.0					\$220.0
c. consultant coordination conference calls	1.0	1.0	2.0	1.0		\$495.0
d. Bookkeeping & Monthly Invoice submittal	3.0					\$330.0
e. Misc Project Management	2.0					\$220.0
<i>Subtotal</i>						\$1,985.0
Task 2 Information Collection and Verification						
a. Review agency website for existing info	0.5	2.0		1.0		\$330.0
b. Tailor RFI Questionnaire for City	0.5	2.0		1.0		\$330.0
c. distribute request for information	0.3					\$27.5
d. Query state databases	0.3	1.0				\$100.0
e. Gather service purveyor data	0.3	1.0		3.0		\$352.5
<i>Subtotal</i>						\$1,140.0
Task 3 Outreach						
a. Schedule interviews	0.25					\$27.5
b. Lead/attend interview with city	4.0					\$440.0
<i>Subtotal</i>						\$467.5
Task 4 Data Analysis						
a. Confirmation of compiled data	0.5	1.0		2.0		\$305.0
b. format data in excel				2.0		\$200.0
c. create tables and graphs				1.5		\$150.0
d. create GIS map of boundaries and SOI				8.0		\$700.0
<i>Subtotal</i>						\$1,355.0
Task 5 Develop Administrative Draft Service Review						
a. Introduction to MSR	2.0					\$220.0
a-1: socio-economic status of city.		1.0				\$100.0
a-2: Write section on city general plan, land-use, and growth projections		1.0				\$100.0
a-3: Write paragraph on Federal, State, and local regulations.		1.0				\$100.0
b. Write MSR section on disadvantaged urban communities (DUCs) in city		1.0				\$100.0
c. write sections on city services, water, sewer, fire, police etc.		8.0				\$800.0
d. Write Executive Summary	1.0					\$110.0
e. Write MSR sections	2.0	2.0				\$420.0
f. Write SOI Evaluation, Analysis, Recommendations	2.0	12.0	3.0			\$1,735.0
g. Write MSR/SOI determinations	1.0	2.0	1.0			\$415.0
h. Assemble and format Admin Draft Service Report	1.0					\$110.0
i. Internal review admin draft	1.0		6.0			\$740.0
j. 1 staff mtg - LAFCO staff and legal	4.0					\$440.0
k. Respond to comments	3.0	3.0	1.0	2.0		\$885.0
<i>Subtotal</i>						\$8,275.0
Task 6 Public Review Draft Municipal Service Review						
a. Prepare Public review draft	1.0	5.0		1.0		\$685.0
b. Internal review of public draft	2.0		3.0			\$535.0
c. 1 LAFCO public meeting	4.0					\$440.0
d. Revise Draft MSR (address comments)	1.0	2.0	0.5	1.0		\$437.5
<i>Subtotal</i>						\$2,097.5
Task 7 Final Municipal Service Review						
a. Prepare Final Report	2.0	2.0	0.5	0.5		\$510.0
b. 1 Final LAFCO public hearing	4.0					\$440.0
c. Refundable Contingency (\$800)					1.0	\$800.0
<i>Subtotal</i>						\$1,750.0
COST CHECK						
TOTAL HOURS	49.25	53.50	18.00	21.5	1.0	
RATE	\$110.0	\$100.0	\$105.0	\$75.0	\$800.0	
LABOR COST	\$5,417.5	\$5,350.0	\$1,890.0	\$1,612.5	\$800.0	\$15,070.0
GRAND TOTAL						\$15,070.0

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:

Juliana Inman	Diane Dillon
Brian Kelly	Brad Wagenknecht
Gregory Pitts	Joan Bennett, Alternate
Keith Caldwell, Alternate	Gregory Rodeno, 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)

