

**CONTRACT FOR SPECIAL SERVICES BY  
INDEPENDENT CONTRACTOR**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and The Centre for Organization Effectiveness an independent contractor (hereinafter referred to as "Contractor").

**WITNESSETH**

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in employee development related to the design of multiple employee training academies, delivery of custom training material, consulting for branding strategy, and on-going evaluation work for the Employee University Initiative.

**WHEREAS**, Contractor is specially trained, experienced, expert and competent to perform such special services;

**NOW THEREFORE**, the parties mutually agree as follows:

1. **Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services:

- Consulting to develop and create a new county-wide branding strategy for the Employee University;
- Project management and consultant instructors in the delivery of the training academies; and
- Design, implementation, and on-going evaluation of the Employee University Initiative as more specifically described in the following table:

Task #	Phase	Description	Target Date
1	Design	Consulting and advising internal staff on launch of employee wide survey/needs assessment	May 2014
2	Design	Launch employee wide survey to develop a needs assessment for academies and employee trainings	May 2014
3	Design	Develop a strategy and assist internal staff in creating a new brand for the existing Employee University program	June 25, 2014
4	Design	Conduct employee wide survey focus groups, analyze feedback, and provide feedback reports on employee wide survey results	June 30, 2014
5	Design	Consulting and advising internal staff on the program kick-off session and executive program	August 31, 2014
6	Implementation	Executive Program including 1 day kick-off, 1 day teambuilding session, 360-degree assessment, and 1 hour of individual coaching per person	June 12, 2014 - October 31, 2014
7	Implementation	Program Kick-Off to introduce new employee development initiative	October 2014
8	Implementation	Supervisors Transition and Readiness Training (START)	October 2014

		<p>30 participants two days in a row. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Workbooks, Books, Assessments, and Certificates.</p>	
9	Implementation	<p>5 Day Supervisor Academy</p> <p>30 participants, 5 day schedule is comprised of two day modules with one stand-alone day. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Binder/Materials, Assessments, Group Projects, and Certificates. Plus 1 Vertical Integration Sessions with Manager Academy group and Executives. Vertical integration session adds one day to the Academy</p>	October 2014
10	Implementation	<p>6 Day Manager Academy</p> <p>30 participants, 6 day schedule is comprised of two days in a row, three separate times. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Binder/Materials, 360 Competency Instrument with debrief, Multiple self-assessments, Opportunity for presentation recording and feedback, Group Projects, Framed Certificates. Plus 1 Vertical Integration Sessions with Supervisor Academy group and Executives. Vertical integration session adds one day to the Academy</p>	October 2014
11	Implementation	<p>Supervisors Transition and Readiness Training (START)</p> <p>30 participants two days in a row. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Workbooks, Books, Assessments, and Certificates.</p>	April 2015
12	Implementation	<p>5 Day Supervisor Academy</p> <p>30 participants, 5 day schedule is comprised of two day modules with one stand-alone day. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Binder/Materials, Assessments, Group Projects, and Certificates. Plus 1 Vertical Integration Sessions with Manager Academy group and Executives. Vertical integration session adds one day to the Academy</p>	April 2015
13	Implementation	<p>6 Day Manager Academy</p> <p>30 participants, 6 day schedule is comprised of two</p>	April 2015

		<p>days in a row, three separate times. Dates to be agreed upon by County and Contractor</p> <p>Includes: Instructor, Travel Expenses, Binder/Materials, 360 Competency Instrument with debrief, Multiple self-assessments, Opportunity for presentation recording and feedback, Group Projects, Framed Certificates. Plus 1 Vertical Integration Sessions with Supervisor Academy group and Executives. Vertical integration session adds one day to the Academy</p>	
14	Implementation	Executive Program – 1 day closing session	May 31, 2015
15	Implementation	<p>Targeted Training Topics</p> <p>60 participants (30 morning/30 afternoon) in twelve sessions over six days. Topics will be determined based on needs assessment</p> <p>Assessment fees may increase based on sessions selected; however, there is up to three self-assessments assumed for these sessions</p> <p>Includes: Instructor and Travel Expenses. The assumption built into the targeted trainings is that the Contractor will be able to book the sessions/topics in connection to when a facilitator or presenter is already in San Luis Obispo area for one of the other Academies, if not the travel expense will increase</p>	By June 30,2015
16	On-going evaluation	Program evaluation	By June 30,2015
17	On-going evaluation	Program modification	By June 30, 2015

After the completed Implementation phase, the County will have the option to obtain fixed fee services from Contractor as described in Section 2 herein.

**Performance Measures:**

- Contractor will administer an Employee Engagement and Needs Assessment Survey to all county staff. Contractor will lead focus groups and provide a summary report for the County and each Department.
- Contractor will provide a County-wide Kick off session introducing an overview of the New Employee Development Initiatives. This will be offered to all employees.
- Contractor will provide Executive Program for CAO, ACAO and all Department Heads; as described in tasks 6 and 14. This Program will meet Human Resources performance quality expectations.

- Contractor will provide a 2 day “START” program – introducing the concepts of supervising, as described in tasks 8 and 11. This Academy will meet Human Resources performance quality expectations.
- Contractor will provide a 5 day Supervisory Academy, as described in tasks 9 and 12. This Academy will meet Human Resources performance quality expectations.
- Contractor will provide a 6 day Manager Academy, as described in tasks 10 and 13. This Academy will meet Human Resources performance quality expectations.
- Contractor will provide Targeted Training 12 half-day sessions, as described in task 15. To be agreed upon by the Contractor and Human Resources, and meet the Departments quality expectations.

2. **Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the one-time sum of \$365,000.00 for the Implementation of the Employee University Initiative upon satisfactory completion of the following milestones:

1. Design of Employee University Initiative tasks 1-2.....\$60,000.00
2. Completion of Design tasks 3-6.....\$30,000.00
3. Completion of Employee University Initiative Kick-off task 7.....\$25,000.00
4. Completion of Implementation tasks 8-15.....\$230,000.00
5. Completion of Implementation tasks 16-17.....\$20,000.00

After the completed Implementation phase, the County will compensate the contractor a fixed fee for services as performed in the following table:

Offering	Description	Cost
Supervisors Transition and Readiness Training (START)	30 participants two days in a row.  Dates to be agreed upon by County and Contractor  Includes: Instructor, Travel Expenses, Workbooks, Books, Assessments, and Certificates.	\$14,000
5 Day Supervisor Academy	30 participants, 5 day schedule is comprised of two day modules with one stand-alone day. Dates to be agreed upon by County and Contractor  Includes: Instructor, Travel Expenses, Binder/Materials, Assessments, Group Projects, and Certificates. Plus 1 Vertical Integration Sessions with Manager Academy group and Executives. Vertical integration session adds one day to the Academy	\$35,500
6 Day Manager Academy	30 participants, 6 day schedule is comprised of two days in a row, three separate times. Dates to be agreed upon by County and Contractor	\$61,000

	Includes: Instructor, Travel Expenses, Binder/Materials, 360 Competency Instrument with debrief, Multiple self assessments, Opportunity for presentation recording and feedback, Group Projects, Framed Certificates. Plus 1 Vertical Integration Sessions with Supervisor Academy group and Executives. Vertical integration session adds one day to the Academy	
3 Targeted Training Topics (6 half-day sessions)	60 participants (30 morning/30 afternoon) in six offerings over three days. Topics will be determined based on needs assessment  Assessment fees may increase based on sessions selected; however, there is up to three self assessments assumed for these sessions  Includes: Instructor and Travel Expenses. The assumption built into the targeted trainings is that the Contractor will be able to book the sessions/topics in connection to when a facilitator or presenter is already in San Luis Obispo for one of the other Academies, if not the travel expense will increase	\$24,000
Consulting and Program Design	Annual consulting rate to implement program and academy modifications in years two or three.	\$5,000
Day Rate 1	Rate for additional day of onsite consulting  Includes: Instructor and Travel Expenses	\$3,480
Day Rate 2	Rate for additional day of onsite consulting  Includes: Instructor and Travel Expenses. Assumes the instructor is already in San Luis Obispo for one of the other Academies	\$1,880
Hourly Rate	Rate for hourly consulting, as requested by the County	\$235
Travel Expenses	Hotel and meal expenses as set by the County Travel Policy reimbursement rates	County Rates
Material Expenses	Costs for additional materials requested or needed that included in the Academies	Actual Costs

Such services as described in the above table are not a requirement of this Contract, but may be requested by a County department, and all fees to be charged by Contractor for such services must be pre-approved by an authorized representative of that department.

3. **Billing.** Contractor shall submit to the County, as services are preformed, a detailed statement of services performed during that preceding period, including the number of hours of work performed. Each invoice presented must include the contract number Employee University Initiative – HR1235. The invoice must be submitted to:

San Luis Obispo County  
Human Resources Department  
Attn: Natalie Walter, Training Development Manager

1055 Monterey Street, Suite D-250  
San Luis Obispo, CA 93408

Payment by the County shall be made within thirty (30) days after the receipt of an itemized statement from Contractor, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working.

**4. Term of Contract.** This Contract shall commence on May 6, 2014, for an initial (3) year term until May 5, 2017, and thereafter the contract may be mutually renewed by the County under like terms for two (1) year periods thereafter subject, however to the rights of modification contained herein and the provisions of paragraphs 5 and 6. Any mutual renewals shall be approved by the Board of Supervisors and effectuated in writing prior to the end of the initial three year term. Amendment, or termination of the Contract, may be effectuated by the Human Resources Director without the need for action, approval or ratification of the Board of Supervisors. Either party may terminate this contract provided they give (120) days' notice per section 5.

**5. Termination of Contract for Convenience of Either Party.** Either party may terminate this contract at any time by giving to the other party 120 days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**6. Termination of Contract for Cause.** If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

**7. Termination for Non-Appropriation.** County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay

any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

**8. Entire Agreement and Modification.** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

**9. Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void.

**10. Venue and Governing Law.** This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**11. Enforceability.** If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**12. Independent Contractor Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

13. **Warranty of Contractor.** Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

14. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees from all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement to the extent caused by the negligent performance or attempted performance of the provisions hereof, including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or independent contractors. This indemnity will not extend to any claims or losses arising out of the negligence or willful misconduct of the County.

15. **Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to

Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. **Professional Liability/Errors and Omissions** Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### **OTHER INSURANCE Provisions**

**The insurance policies are to contain, or be endorsed to contain, the following provisions:**

#### ***Additional Insured Status***

The County, its officers, officials, employees, and volunteers are to be covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

#### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

#### ***Failure to Maintain Insurance***

Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### ***Waiver of Subrogation***

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County  
Human Resources Department  
Attn: Natalie Walter, Training Development Manager  
1055 Monterery Street, Suite D-250  
San Luis Obispo, CA 93408

***Subcontractors***

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**16. Records.**

a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.

b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.

**17. Accounting.**

Contractor shall maintain accounting records in accordance with generally accepted accounting principles. The Contractor shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement.

Contractor shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

Contractor shall record costs in a cost accounting system which clearly identifies the source of all costs. Contract costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the County.

The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the Contractor's cost accounting records.

All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. Contractor shall safeguard the accounting records and supporting documentation.

**18. Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

San Luis Obispo County  
Human Resources Department  
Attn: Natalie Walter, Training Development Manager  
1055 Monterery Street, Suite D-250  
San Luis Obispo, CA 93408

and to the Contractor:

The Centre for Organization Effectiveness

Attn: Sommer Kehrli

La Jolla Village Professional Center

8950 Villa La Jolla Drive, Suite A204

La Jolla, CA 92307

**19. Cost Disclosure - Documents and Written Reports.** Pursuant to Government Code section 7550, if the total cost of this Contract is over \$5,000.00, the Contractor shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

**20. Nondiscrimination.** Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; the California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status. Contractor's violation of this provision shall be deemed a material default by Contractor, giving the County the right to terminate this Contract for cause.

**21. Copyright.** Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**22. Findings Confidential.** No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.

**23. Equipment and Supplies.** Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

APPROVED AS TO FORM AND LEGAL EFFECT:

Rita Neal  
County Counsel

By: [Signature]  
Deputy County Counsel

Date: 4/24/14

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

CONTRACTOR:

[Signature]

Title: Executive Director

Date: April 23, 2014

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)