

## **CONTRACT FOR SAP SUPPORT SERVICES**

THIS AGREEMENT is entered into this 25<sup>th</sup> day of November, 2014, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Black & Veatch Corporation, an Independent Contractor (hereinafter referred to as "Contractor").

### **RECITALS**

**WHEREAS**, the County of San Luis Obispo has need for special services and advice in Systems, Applications, and Products in Data Processing ("SAP") system consulting services and

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

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

### **TERMS AND CONDITIONS**

**1. Scope of Services.** Pursuant to this Contract, Contractor shall provide to the County the following special services detailed in Exhibit A – "Statement of Work".

**2. Compensation.** County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, at the hourly rates specified in Exhibit B - "Rate Schedule", within thirty (30) days after the receipt of an itemized statement from Contractor required by paragraph 3 herein, which has been previously approved by an appropriate representative of the County department for whom Contractor is directly working. The prices of services provided under this Agreement are quoted exclusive of all federal, state, local and other sales, use and excise taxes. In the event such taxes and/or similar charges become applicable to Contractor's services, County shall reimburse Contractor for such applicable tax. County shall not be obligated to pay or reimburse Contractor for any taxes attributable to the sale of any System or Services which are imposed on or measured by net or gross income, capital, net worth, franchise, privilege, any other taxes, or assessments, nor any of the foregoing imposed on or payable by Contractor.

**3. Billing.** Contractor shall submit to the County, on a monthly basis, a detailed statement of services performed for completed tasks during that preceding period, including itemization of the work performed. If County and Contractor agree to a milestone-based payment plan for specific services, the periodic payments due to Contractor pursuant to this Agreement shall be invoiced only upon completion of the agreed upon project milestones as determined and communicated to Contractor by the Customer Project Executive. Each invoice submitted must

include the agency name and contract number. The Contractor acknowledges and agrees that the County will not pay late payment charges. If, due to either an issue with the charges on an invoice or the Contractor's failure to perform its obligations under this Contract, the County disputes any charge(s) on an invoice, the County may withhold the disputed amount, provided that (a) there is a reasonable basis for the dispute, and (b) the County delivers a written statement to Contractor within ten (10) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

**4. Term of Contract.** This Agreement shall commence on the date first hereinabove noted and continue for a period of one year. Thereafter the term of the Agreement shall automatically renew for up to five (5) additional one-year periods unless one party gives the other party 30 days advance written notice of nonrenewal or unless terminated earlier as provided herein. Termination of the Agreement may be effectuated by the Auditor without the need for action, approval or ratification of the Board of Supervisors.

**5. Non-Exclusivity.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict the County or any of its departments from acquiring similar, equal or like goods and/or services from other entities or sources.

**6. Termination of Contract for Convenience of Either Party.** Either party may terminate this Agreement at any time by giving to the other party thirty (30) 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 performed prior to the effective date of said termination.

**7. 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 Agreement or if Contractor shall violate any of the terms or provisions of this Agreement or if Contractor, Contractor's agents or employees fail to comply with federal, state, or local laws, rules, and/or regulations or 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 Agreement effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no effect 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 performed 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 6 above.

**8. 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 Agreement 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 Agreement 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 Agreement with no liability to the County or offer an Contract amendment to the Contractor to reflect the reduced amount.

**9. 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; 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, playoff, rates of pay or other forms of compensation. Contractor shall not discriminate in providing the goods or services under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the

State of California or by the United States of a violation shall constitute a finding by County of such violation.

**10. Entire Agreement and Modification.** This Agreement and all of its exhibits 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 Agreement and no others.

**11. Assignment, Delegation or Subcontracting of Contract.** Contractor shall not assign any of Contractor's rights, delegate any of Contractor's duties, or subcontract any portion of Contractor's obligations under this Agreement without the prior written consent of the County. No assignment, delegation or subcontracting will release Contractor from any of its obligations or alter any of its obligations to be performed under this Contract. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of the County. If subcontracting is approved by the County, Contractor shall remain primarily liable for all of its obligations under the Contract. Contractor is responsible for payment to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

**12. Governing Law and Venue.** This Agreement has been negotiated, executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement 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 sole and exclusive venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract. The parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394, as may be amended from time to time.

**13. 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.

**14. Employment Status.** Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow

County to exercise direction 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.

**15. 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 set forth herein. Contractor warrants to County that the services will be performed in a professional manner consistent with industry standards. If, during the six-month period following the earlier of termination or completion of the services under the applicable Scope of Services, it is shown there is an error in the services caused solely by Contractor's failure to meet such standards, and County has promptly notified Contractor in writing of any such error within that period, Contractor shall perform, at Contractor's cost, such corrective consulting services within the original Scope of Services as may be necessary to remedy such error. This Section governs, modifies, and supersedes any other terms in this Agreement which may be in conflict with it. The warranty contained in this Section is Contractor's sole warranty and guarantee obligation. Contractor shall have no liability for defects in the services attributable to Contractor's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by County or third parties.

**16. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend and indemnify the County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the negligence or willful misconduct of the County.

**17. 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.

**a. 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 of \$1,000,000 per occurrence and in the general aggregate.

(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 a combined single limit of \$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 \$1,000,000 per accident for bodily injury or disease. 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 \$1 million per claim and \$2 million in the annual aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following this Agreement's expiration, termination or cancellation.

**b. ADDITIONAL INSURED STATUS**

The County, its officers, officials, and employees are to be covered as additional 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).

**c. 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.

**d. 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.

**e. 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.

**f. 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. The parties waive all claims for property damage, and shall require their insurers to waive subrogation rights against the other party under any applicable policy of property insurance.

**g. 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.

**h. 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) Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after completion of the contract of work.
- (3) 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 *two (2)* years after completion of contract work.

***i. Separation of Insureds***

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

***j. Verification of Coverage***

Contractor shall furnish the County with original certificates and amendatory endorsements 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  
Auditor-Controller-Treasurer-Tax Collector  
PO Box 1149  
San Luis Obispo, CA 93406-1149  
Attention: Tamara Kaizuka, Division Manager

***k. SubContractors***

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

***l. 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.

**18. Records.** Contractor shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County upon request. The Contractor shall allow the County to inspect and audit any and all books, and records maintained by Contractor and subcontractors pertaining to the services under this Agreement at any time during normal business hours. Books and

records include, without limitation, all physical records originated or prepared pursuant to the performance under this Agreement including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of three years thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

**19. California Public Records Act.** The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County as part of the proposal process, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information as "CONFIDENTIAL AND PROPRIETARY" and identify the specific pages and sections containing the information. In the event of a request for documents under the CPRA, the County will make reasonable efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents or portions thereof are exempt from the CPRA and desires to prevent such disclosure, Contractor is required to obtain a protective order, injunctive relief, or other appropriate remedy from a court of law in San Luis Obispo County before the County's deadline for responding to the CPRA request. If Contractor fails to obtain such remedy within the County's deadline to respond, the County may disclose the requested information without obligation to Contractor. If Contractor instructs County to withhold the requested documents and the County agrees, then Contractor shall defend, indemnify, and hold the County harmless against any resulting claim, action or litigation, provided that (a) the County promptly notifies Contractor of any claim for which it intends to seek indemnity under this Section, (b) Contractor has the opportunity to assume and control the defense of the claim, and (c) the County agrees to provide reasonable cooperation, if necessary, to Contractor in Contractor's defense of the claim. If the County receives a CPRA request for records regarding the goods and/or services provided pursuant to this Contract, and believes that some of the information sought may be exempt from disclosure, the County may notify Contractor of the request. If such notification is made, County will make reasonable attempts to confer with Contractor regarding an appropriate response to said request. If Contractor contends that any documents are Contractor's confidential or proprietary material, exempt from the CPRA and/or not subject to the CPRA, and Contractor wishes to prevent disclosure of said documents, Contractor shall instruct County to withhold said documents and/or seek any judicial remedies available to Contractor including, without limitation, a protective order. If Contractor fails to respond to County in writing prior to the County's deadline for responding to the CPRA request, the County may disclose the requested information under the CPRA without liability

to the County. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) that may result from full or partial denial of a CPRA request involving Contractor's records.

**20. Confidentiality.** Contractor shall abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of County customer information and other confidential information. For purposes of this Contract, "Confidential Information" includes, without limitation, the following: (1) any document the County marks "Confidential", (2) any information County orally designates as "Confidential" at the time of disclosure, provided County confirms such designation in writing within ten (10) days after such designation; (3) any confidential or private citizen or other third party information within the possession of the County, including any information contained in any database or file of the County and its Departments including, without limitation, the Treasurer, Assessor's and Auditor-Controller's database and files. Contractor shall not use the Confidential Information for any purpose other than to facilitate the services contemplated by this Agreement (the "Purpose"). Contractor will not: (1) disclose Confidential Information to any employee or contractor of Contractor unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Contractor, with terms no less restrictive than those of this Section; or (2) disclose any Confidential Information to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect the Confidential Information with the same degree and care it uses to protect its own confidential information of similar nature and importance, but no less than reasonable care. Contractor will notify County in writing of any possible misuse or misappropriation of Confidential Information that comes to Contractor's attention, including, without limitation, any breach in Contractor's system. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. In such case, Contractor shall give County advanced written notice, sufficiently in advance, to allow County to seek a protective order or otherwise to contest such required disclosure, and shall reasonably cooperate in such effort, at County's expense.

**21. Audit Rights.** Pursuant to Government Code section 8546.7, every contract involving the expenditure of public funds in excess of \$10,000 is subject to examination and audit of the State auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the Contract. Contractor shall permit the State Auditor

to have access to any pertinent books, documents, papers and records for the purpose of said audit. County shall advise Contractor if it becomes aware of such audit at least fourteen (14) days prior to the commencement of the audit. All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. The Contractor shall be responsible for receiving, replying to, and complying with any audit exceptions set forth in any County audits. This provision is in addition to any other Inspection and access rights set forth in this Contract.

**22. Accounting.** Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D290, County Government Center, San Luis Obispo, California, 93408. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

**23. Conflict of Interest.** Contractor acknowledges that Contractor is aware of and understands the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code, which relate to conflict of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this Contract. Contractor agrees to comply with applicable requirements of Government Code section 87100 et seq. during the term of this Contract.

**24. Time is of the Essence.** Time is of the essence in the delivery of the goods and services by Contractor under this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the good not conforming to applicable specifications, drawings, samples, or descriptions, or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for goods shall not bind County to accept future goods and services. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach and shall not constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

**25. Severability.** Contractor agrees that if any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Agreement shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible.

**26. Force Majeure.** Any delays in or failure of performance by County or Contractor, other than payment of money, shall not constitute default hereunder if, and to the extent, such delays or failures of performance are caused by occurrences or circumstances beyond the control of County or Contractor, as the case may be, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war, rebellion, or sabotage or damage resulting therefrom; fires, floods, explosions, accidents; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes, whether or not of the same class or kind as those specifically above named, which are not within the control of County or Contractor respectively, and which by the exercise of reasonable diligence, County or Contractor are unable to prevent. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

**27. Limitation of Liability.** Neither party shall be liable to the other party for loss of profits or revenue; loss of opportunity; loss of goodwill; cost of substitute goods or services; and claims of customers for such damages; or for any special, consequential, incidental, indirect or exemplary damages whether a claim for any such loss arises out of breach of contract, warranty, tort (including negligence), strict liability, indemnity, or another theory. Except for an obligation to make payments, neither party shall be in default to the extent any nonperformance is caused by a circumstance beyond such party's reasonable control. The warranties, obligations, liabilities and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Contractor's total aggregate liability under this Agreement shall not exceed three times the compensation received by Contractor under the applicable Scope of Services. To the fullest extent allowed by law, releases from, and limitations of liability shall apply notwithstanding the breach of contract, tort including negligence, strict liability or other theory of legal liability of the party released or whose liability is limited.

**28. 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:

James P. Erb  
Auditor-Controller-Treasurer-Tax Collector  
County of San Luis Obispo  
PO Box 1149  
San Luis Obispo, CA 93406-1149

and to the Contractor:

Title:

Donald A. Parr  
Associate Vice President  
Black & Veatch  
11401 Lamar Avenue  
Overland Park, KS 66211

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

COUNTY OF SAN LUIS OBISPO:

CONTRACTOR:

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

*Richard D. ...*  
Vice President

APPROVED AS TO FORM AND LEGAL EFFECT:

Date: 10/28/14

RITA L. NEAL  
County Counsel

*Approved by Legal 10-28-14*

By: *[Signature]*  
Deputy County Counsel

Date: 11/4/14

ATTEST:

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Clerk of the Board of Supervisors