



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

February 28, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO EXTEND THE MASTER AGREEMENT FOR AS-NEEDED  
STRATEGIC PLANNING AND RELATED SERVICES  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Chief Administrative Officer to execute contract amendments to extend the contract term with each of the firms listed on the Master Agreement for Strategic Planning and Related Services through April 7, 2016.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Your Board initially approved the County's Strategic Plan on November 16, 1999, with subsequent updates on December 17, 2002, and March 15, 2005. In order to provide departments with professional consulting services in maintaining their own strategic planning endeavors consistent with the countywide Strategic Plan, departments can seek assistance from firms on the Master Agreement for Strategic Planning and Related Services.

On April 10, 2001, your Board approved and authorized this Office to sign a nonexclusive Master Agreement with each of the 12 firms deemed qualified based on the evaluation criteria contained in the Request for Proposals (RFP) issued in January 2001, to provide consulting in the areas of strategic planning, performance measurement, and/or customer service. In addition, your Board authorized this Office to sign a Master Agreement with additional firms during the ensuing three-year period and the two optional one-year extension periods that met all minimum requirements and qualifications as outlined on the initial RFP. Subsequently, this Office had added 18 firms to the Master Agreement for the current total of 30 firms. The County's Purchasing Agent was also authorized by your Board to execute Purchase Orders for services from Master Agreements firms, as requested and appropriately documented by individual County departments, up to the amount budgeted by the requesting department for such services.

Since strategic planning continues to be an ongoing management goal, we believe the maintenance of the Master Agreement serves as a valuable resource to departments in these efforts. The requested action is necessary to continue to make available to departments professional consultation, expertise and guidance in their strategic planning efforts so that they may consistently meet the needs and address the challenges of improving the quality of life in the County by providing responsive, efficient and high quality services. In this regard, the Master Agreement promotes the County's mission to enrich lives through effective and caring service.

### **Implementation of Strategic Plan Goals**

The continued presence of the Master Agreement List of contractors eliminates the need for an individual department to complete a formal solicitation process for similar professional services. This streamlined approach supports the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility.

### **FISCAL IMPACT/FINANCING**

The Master Agreement does not include any appropriation. Departments will fund any services acquired from a Master Agreement consultant from funds within the department's approved budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Master Agreement for Strategic Planning and Related Services provides a nonexclusive list of pre-qualified firms that have demonstrated relevant experience and staff capacity to provide the requested services. The list of firms (Attachment I) is a valuable resource to departments and thereby streamlines their process for selecting contract assistance, if desired, to assist with updating their respective departmental strategic plans and with other related consulting efforts. Departments interested in contracting with a Master Agreement firm are required to issue a Request for Services (RFS) to at least three Master Agreement firms. The RFS describes the specific departmental project in detail, sets forth the submission requirements and proposal evaluation criteria. Departments evaluate the responses and select the most appropriate firm for the respective department's needs. Please note that no work is guaranteed to any Master Agreement firm based on the award of a Master Agreement.

This Office is designated as the County's Master Agreement Program Administrator and is responsible for ensuring that the objectives of the Master Agreement are met and for determining contractor compliance with the Master Agreement. The Master Agreement Program Administrator provides overall direction for the Program. The CAO maintains copies of the proposals submitted by the Master Agreement firms for departmental staff to review and assist them in selecting firms to which to issue an RFS. In addition, this Office continues to accept and evaluate qualification from additional firms that request their inclusion on the Master Agreement list. Such firms may be added to the Master Agreement if they meet the minimum requirements of the initial RFP initiated by this Office on January 4, 2001.

Honorable Board of Supervisors  
February 28, 2006  
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This Office will continue to annually review provisions, mandates, and contract language approved by your Board for inclusion into the Master Agreement. Firms on the Master Agreement list will be required to adhere to any additional contract requirements imposed by your Board. We have included standard language in the contract amendment form (Attachment II) recognizing the County's ability to terminate the contract for convenience, or in the best interest of the County, with any firm from participating in the Master Agreement in the event that a firm on the Master Agreement list does not agree to adhere to the new requirements.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The continued viability of the Master Agreement list of pre-qualified firms to provide as-needed strategic planning and related services simplifies the solicitation and contracting process for those departments that choose to utilize consultant services to develop or update departmental strategic plans, and provides assistance with other related strategic planning efforts.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:MKZ  
VLA:os

Attachments (2)

c: All Department Heads  
Executive Director, Office of Small Business

**COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE  
MASTER AGREEMENT FIRMS FOR  
AS-NEEDED STRATEGIC PLANNING AND RELATED SERVICES**

**UPDATED FEBRUARY 14, 2006**

**ACS Healthcare Solutions**

5225 Auto Club Drive  
Dearborn, MI 48126  
(248) 386-8300  
Steve Gray, Vice President  
[steve.gray@acs-hcs.com](mailto:steve.gray@acs-hcs.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**The AE2GIS Group**

1503 Wildwood Drive  
Los Angeles, CA 90041  
(323) 258-4675  
Terrance J. Wolfe, President and Founder  
[terry.wolfe@ae2gis.com](mailto:terry.wolfe@ae2gis.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**The Austin Consulting Group**

1400 Stanhope Avenue  
Richmond, VA 23227  
(804) 387-7618  
Austin Matthews, President  
[austin.matthews@theaustinconsultinggroup.com](mailto:austin.matthews@theaustinconsultinggroup.com)

**Services:** Strategic Planning  
Performance Measurement

**Blitz & Reckmeyer Strategic Consulting**

1516 Newport Avenue  
San Jose, CA 925125  
(408) 293-3446  
Mr. Larry A. Blitz, MPA and Principal Partner  
[lablitz@worldnet.att.net](mailto:lablitz@worldnet.att.net)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Buddin Praed Foundation**

558 Willow Road  
Winnetka, IL 60093  
(312) 209-4940  
John S. Lyons, Ph. D.  
[JSL329@northwestern.edu](mailto:JSL329@northwestern.edu)

**Services:** Strategic Planning  
Performance Measurement

**The Chartis Group**

6452 Hillegas Avenue  
Oakland, CA 94618  
(916) 712-5433  
George Sauter, Director  
[gsauter@chartisgroup.com](mailto:gsauter@chartisgroup.com)

**Services:** Strategic Planning  
Performance Measurement

**Creative Healthcare USA**

7576 Mesa College Drive  
San Diego, CA 92111  
(480) 473-2525  
Ian R. Lazarus, Managing Partner  
[irl@creative-healthcare.com](mailto:irl@creative-healthcare.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Facilities Development, Inc. (FDI)**

1707 East Highland Avenue  
Phoenix, AZ 85016  
(602) 212-3579  
Tanner Flynn, Program Manager  
[tflynn@fdiplan](mailto:tflynn@fdiplan)

**Services:** Strategic Planning

**Gartner Consulting**

5950 Canoga Avenue, Suite 600  
Woodland Hills, CA 91367  
(818) 710-8855  
William Mohan, Jr., Director, Government Contract  
[William.mohan@gartner.com](mailto:William.mohan@gartner.com)

**Services:** Strategic Planning  
Performance Measurement

**Gary Bess Associates**

389 Wayland Road  
Paradise, CA 95969  
(530) 877-3426  
Gary Bess, Principal  
[bess@sunset.net](mailto:bess@sunset.net)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Huskey & Associates**

1417 West Berteau Avenue  
Chicago, IL 60613  
(778) 348-3852  
Bobbie Huskey, President  
[bhuskey@huskey-associates.com](mailto:bhuskey@huskey-associates.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**InCentergy**

15105 Galena Drive  
Austin, TX 78717  
(512) 656-7229  
Kevin Baum, Founder and Principal  
[kbaum@incentergy.com](mailto:kbaum@incentergy.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**John G. Ott & Associates**

2311 Schader Drive, Suite #104  
Santa Monica, CA 90404  
(310) 422-2256  
John G. Ott, President  
[jqott@earthlink.net](mailto:jqott@earthlink.net)

**Services:** Strategic Planning

**KH Consulting**

1901 Avenue of the Stars, Suite 1900  
Los Angeles, CA 90067  
(310) 552-9229  
Gayla A. Kraetsch Hartsough, Ph.D.  
[khcg@aol.com](mailto:khcg@aol.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Koan Human Systems**

7938 Andasol Avenue  
Northridge, CA 91325  
(818) 609-1255  
J. Marshall Knight, MS, Ph.D.  
[jmarshalknight@koan-human-systems.net](mailto:jmarshalknight@koan-human-systems.net)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**The Lewin Group**

3130 Fairview Park Drive  
Falls Church, VA 22042  
(703) 269-5500  
Mr. Keith W. Hearle, Vice President  
[Keith.hearle@lewin.com](mailto:Keith.hearle@lewin.com)

**Services:** Strategic Planning  
Performance Measurement

**Links Media, LLC.**

700 Conservation Lane, Suite #300  
Gaithersburg, MD 20878  
(301) 987-5495  
Marisabel Sanchez, President  
[Msanchez@linksmedia.net](mailto:Msanchez@linksmedia.net)

**Services:** Strategic Planning  
Customer Service

**MGT of America, Inc.**

455 Capitol Mall, Suite #600  
Sacramento, CA 95814  
(916) 443-3411  
Karin Bloomer, Western Region Director  
[kbloomer@mgtamer.com](mailto:kbloomer@mgtamer.com)

**Services:** Strategic Planning  
Performance Measurement

**Moore Iacofano Goltsman, Inc.**

800 Hearst Avenue  
Berkeley, CA 94710  
(510) 845-7549  
Daniel S. Iacofano, Ph.D., AICP  
[daniel@migcom.com](mailto:daniel@migcom.com)

**Services:** Strategic Planning  
Performance Measurement

**Local Office**

169 North Marengo Avenue  
Pasadena, CA 91101  
(626) 744-9872  
Patricia McLaughlin  
[patm@migcom.com](mailto:patm@migcom.com)

**On Target Training & Consulting**

7805 West 80th Street  
Playa del Rey, CA 90293  
Jane Holcomb, Ph. D.  
(310) 821-7624  
[ontargetJH@aol.com](mailto:ontargetJH@aol.com)

**Services:** Customer Service

**Paul Obney & Associates**

115 West California Boulevard. Suite 400  
Pasadena, CA 91105  
(800) 213-7850  
Paul Obney, Managing Partner  
[paul@obney.com](mailto:paul@obney.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**The Pacific Institute**

1709 Harbor Avenue SW  
Seattle, WA 98126-2049  
(206) 628-4800  
Ron Schau, Chief Accountant  
[rschau@pac-inst.com](mailto:rschau@pac-inst.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**The Public Strategies Group**

325 Cedar Street, Suite 700  
St. Paul, MN 55101  
Jeff Zlonis, Chief Operating Officer  
(651) 227-9774  
[jeff@psg.us](mailto:jeff@psg.us)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Rabiner Resources**

536 SW Westwood Drive  
Portland, OR 97201  
(503) 245-8878  
Susy Wagner, Managing Partner  
[learn@rabiner.com](mailto:learn@rabiner.com)

**Services:** Customer Service

**The Resources Company**

560 Dewey Boulevard  
San Francisco, CA 94116  
(415) 759-9150  
Davis R. Schwartz, Senior Principal  
[cpidave@attglobal.net](mailto:cpidave@attglobal.net)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Rogers and Associates**

1875 Century Park East, Suite 300  
Los Angeles, CA 90067  
(310) 552-6922  
Naomi Goldman, Vice President  
[ngoldman@rogersassoc.com](mailto:ngoldman@rogersassoc.com)

**Services:** Strategic Planning

**SSA Consultants**

9331 Bluebonnet Boulevard  
Baton Rouge, LA 70810-2806  
(225) 769-2676  
Bill Slaughter, President  
[bslaughter@consultssa.com](mailto:bslaughter@consultssa.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Sullivan Lakier Group**

11778 Treadwell Drive  
Poway, CA 92064  
(225) 769-2676  
Nancy Lakier, Partner  
[nlakier@sullivanlakier.com](mailto:nlakier@sullivanlakier.com)

**Services:** Performance Measurement

**Visionary Integration Professionals, Inc.**

80 Iron Point Circle, Suite #100  
Folsom, CA 95630  
(916) 985-9625  
Vince J. Juaristi, Director  
[viuaristi@vipincorp.com](mailto:viuaristi@vipincorp.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**Walter R. McDonald & Associates, Inc.**

2720 Gateway Oaks Drive, Suite #250  
Sacramento, CA 95833  
(916) 239-4020  
Walter R. McDonald, President  
[wmcDonald@wrma.com](mailto:wmcDonald@wrma.com)  
Donald H. Graham  
(916) 427-1410  
[dgraham@wrma.com](mailto:dgraham@wrma.com)

**Services:** Strategic Planning  
Performance Measurement  
Customer Service

**COUNTY OF LOS ANGELES  
MASTER AGREEMENT FOR STRATEGIC PLANNING  
AND RELATED SERVICES**

**AMENDMENT NO. 3**

**WHEREAS**, on April 10, 2001, the Los Angeles County Board of Supervisors approved and instructed the Chief Administrative Officer to sign a nonexclusive master agreement (Agreement) with various firms to provide as-needed strategic planning and related services, effective upon Board approval and through April 9, 2004 with two one-year renewal options exercisable by the Chief Administrative Officer;

**WHEREAS**, the Chief Administrative Officer exercised the first one-year renewal option on April 9, 2004, extending the Agreement through April 9, 2005;

**WHEREAS**, the Chief Administrative Officer exercised the second one-year renewal option on April 9, 2005, extending the Agreement through April 8, 2006;

**WHEREAS**, the COUNTY finds that the Agreement has been a useful tool for departments for their strategic planning efforts and wishes to extend the availability of the Agreement for a period of ten years; and

**WHEREAS**, CONTRACTOR agrees to continue services as an as-needed consultant for strategic planning and related services;

**NOW, THEREFORE**, in consideration of the mutual benefits derived therefrom, it is agreed between the parties that the Agreement shall be amended as indicated below in this Amendment No. 3:

- I. **Term of Agreement** shall be extended from April 8, 2006 through April 7, 2016.
- II. **New Standard Contract Terms and Conditions** approved by the Los Angeles County Board of Supervisors since execution of the initial extension shall replace relevant sections in the Agreement as follows:

**7. ASSIGNMENT BY CONTRACTOR**

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

**14. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the

County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the

debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

- I. These terms shall also apply to [subcontractors/subconsultants] of County Contractors.

### III. Added Contract Provision

#### 45. TERMINATION FOR CONVENIENCE OF THE COUNTY

1. Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.
2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONTRACTOR.
3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  - b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4. After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
5. In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
6. COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
7. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
8. Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Section 12, Records Retention and Inspection, herein above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3

**COUNTY OF LOS ANGELES:**

**CONTRACTOR**

Signed \_\_\_\_\_  
Firm \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**COUNTY OF LOS ANGELES  
CHIEF ADMINISTRATIVE OFFICE**

By \_\_\_\_\_  
DAVID E. JANSSEN  
Chief Administrative Officer  
Date \_\_\_\_\_

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By \_\_\_\_\_  
DONOVAN M. MAIN  
Chief Deputy County Counsel

/