

**AGREEMENT  
FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF SAN JOSE  
AND  
RICONDO & ASSOCIATES, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY"), and RICONDO & ASSOCIATES, INC., an Illinois corporation authorized to do business in the state of California (hereinafter "CONSULTANT").

THE PARTIES HEREBY AGREE AS FOLLOWS:

**SECTION 1. SCOPE OF SERVICES.**

CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.**

**A. Initial Term**

The initial term of this AGREEMENT shall be from July 1, 2012 through June 30, 2015, inclusive, subject to the provisions of Subsection 2B and SECTION 12 of this AGREEMENT.

**B. Options**

The City Manager may extend the initial term of the AGREEMENT by up to two (2) one-year periods ("Option Period"), with no increase in compensation. The City Manager shall exercise the option by written Notice of Exercise of Option in the form set forth in EXHIBIT E at least thirty (30) days prior to the expiration of this

AGREEMENT. All terms and conditions of this AGREEMENT shall remain in full force and effect during the Option Period(s).

**SECTION 3. SCHEDULE OF PERFORMANCE.**

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT B, entitled "SCHEDULE OF PERFORMANCE", which is attached hereto and incorporated herein.

**SECTION 4. COMPENSATION.**

- A. The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Five Hundred Thousand Dollars (\$500,000.00). The rate and schedule of payment is set out in EXHIBIT C, entitled "COMPENSATION," which is attached hereto and incorporated herein.
- B. CONSULTANT agrees that in the performance of this AGREEMENT, CONSULTANT shall adhere to City Council Policy 1-19, the following provisions of which are made applicable to this AGREEMENT:
1. It is the policy of the CITY that CITY's funds should not be used for the purchase of single-serving bottled water.
  2. The following circumstances shall constitute exceptions to City Council Policy 1-19:
    - a. Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services.
    - b. High risk of cross-contamination with non-potable water.

- c. Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water may need to be distributed for health and safety reasons.
3. CONSULTANT acknowledges and agrees that an invoice seeking reimbursement from CITY for the cost of single-serving bottled water accompanied by a waiver form provided by CITY and signed by the department head of the CITY department administering this AGREEMENT.

**SECTION 5. METHOD OF PAYMENT.**

Each month, CONSULTANT shall furnish to the CITY a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONTRACTOR.**

It is understood and agreed that CONSULTANT, in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and as an independent contractor, CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.**

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by

CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. SUBCONSULTANTS.**

- A. Notwithstanding Section 7 above, CONSULTANT may use subconsultants in performing work under this AGREEMENT.
- B. CONSULTANT shall be responsible for directing the work of the subconsultant and for any compensation due to subconsultant. CITY assumes no responsibility whatsoever concerning such compensation.
- C. CONSULTANT shall use subconsultants only with the prior written approval of CITY's Director of Aviation or Director's Designee ("Director").

**SECTION 9. INDEMNIFICATION.**

CONSULTANT shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by CONSULTANT's officers, employees or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

**SECTION 10. INSURANCE REQUIREMENTS.**

CONSULTANT agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. CONSULTANT agrees to provide CITY with a

copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

**SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

**SECTION 12. TERMINATION.**

- A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.
- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.
- C. CITY's Director of Aviation ("Director") is empowered to terminate this AGREEMENT on behalf of CITY.
- D. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, CITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 13. GOVERNING LAW.**

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

**SECTION 14. COMPLIANCE WITH LAWS.**

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, CONSULTANT shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San Jose Municipal Code.

**SECTION 15. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY.**

CONSULTANT agrees that, in the performance of this AGREEMENT, CONSULTANT shall perform its obligations under the AGREEMENT in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY's website at the following link: <http://www.sanjoseca.gov/esd/natural-energy-resources/epp.htm>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- A. Use of recycled and/or recyclable products in daily operations. (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- B. Use of Energy Star Compliant equipment.
- C. Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- D. Internal waste reduction and reuse protocol(s).
- E. Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

**SECTION 16. CONFIDENTIAL INFORMATION.**

All data, documents, discussions or other information developed or received by or for CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

**SECTION 17. OWNERSHIP OF MATERIALS.**

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use.

**SECTION 18. WAIVER.**

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

**SECTION 19. CONSULTANT'S BOOKS AND RECORDS.**

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

- B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT. CONSULTANT acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.
- D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest.

**SECTION 20. CONFLICT OF INTEREST.**

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. CONSULTANT's employees assigned to perform services as specified in EXHIBIT A of this AGREEMENT ("CONSULTANT's Assigned Employees") shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) as specified in EXHIBIT F, entitled "DISCLOSURE STATEMENT", which is attached hereto and incorporated herein. Such statement shall be filed within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, CONSULTANT's Assigned Employees shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700). CONSULTANT shall file the Form 700s with CITY's Clerk and submit a copy to Terri Gomes, Deputy Director of Aviation. In addition to disclosure of financial interests, each employee is also subject to disqualification under the conflicts of interest prohibitions in the Political Reform Act §§ 87100 et seq. and Government Code Section 1090.

**SECTION 21. GIFTS.**

- A. CONSULTANT is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. CONSULTANT agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by CONSULTANT. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 12 of this AGREEMENT.



**SECTION 24. VENUE.**

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

**SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the parties to this AGREEMENT.

**WITNESS THE EXECUTION HEREOF** on the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

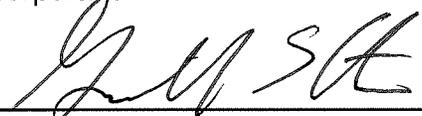
CITY OF SAN JOSE, a municipal corporation

  
\_\_\_\_\_  
KEVIN FISHER  
Senior Deputy City Attorney

By \_\_\_\_\_  
DENNIS D. HAWKINS, CMC  
City Clerk  
Date: \_\_\_\_\_

“CONSULTANT”

RICONDO & ASSOCIATES, INC., an Illinois corporation

By:  \_\_\_\_\_

Name: Garfield S. Eaton

Title: Senior Vice President

Dated: 4/11/12



**EXHIBIT A**  
**SCOPE OF SERVICES**

**Task 1 - Preparation of Bond Feasibility Report**

CONSULTANT shall prepare a bond feasibility report to support the issuance of revenue bonds at the Airport. This report will include:

- a. A review of the Airport's economic base.
- b. Preparation of an aviation demand forecast within the Airport's Air Trade Area.
- c. Identification of the existing and proposed capital improvement plan and funding sources analysis of the financial feasibility of the program.

CONSULTANT will attend and participate in:

- a. All finance team meetings.
- b. Document review sessions.
- c. Rating agency and insurer presentations.

CONSULTANT will assist in the preparation of materials for:

- a. The Official Statement.
- b. Additional other required bond documents, as needed.

**Task 2 - Additional Services**

In addition to the services described above, CONSULTANT shall, only upon prior written authorization of the Director, perform the following services:

- a. Perform other assignments related to strategic planning and/or financial work associated with the Airport.
- b. Generate reports and presentations summarizing CONSULTANT's work associated with the Additional Services.

Prior to performing any Additional Services pursuant to this AGREEMENT, CONSULTANT shall prepare and submit for the Director's written review and approval a proposed work plan for the Additional Services. CONSULTANT's work plan shall be in a form acceptable to the Director and shall, at a minimum, include the following:

- a. A detailed description of tasks to be performed by CONSULTANT in order to accomplish the Additional Services;
- b. A detailed budget setting out the number of CONSULTANT hours required to perform the Additional Services and total cost to perform such services (including professional services and reimbursable expenses); and
- c. A schedule for performance, including completion date for CONSULTANT's performance of Additional Services, as requested by the Director.

CONSULTANT's time and costs to prepare CONSULTANT's work plan for Additional Services shall not be charged to CITY as either professional services or reimbursable expenses pursuant to this Agreement.

The letter and number designations of the several paragraphs of this Scope of Services are inserted only as a matter of convenience and for reference and in no way define, limit or describe the order in which CONSULTANT shall perform its services under this AGREEMENT and shall not be construed to affect in any manner the terms and provisions of this Scope of Services or the interpretation or construction thereof.

RD:KWF:SBM  
04/02/2012

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

Work shall commence on July 1, 2012. The estimated time for completion is June 30, 2015.

**EXHIBIT C**  
**COMPENSATION**

CITY agrees to compensate CONSULTANT at the hourly rates listed below for professional services performed in accordance with the terms and conditions of this AGREEMENT.

<b>Title</b>	<b>Hourly Rate</b>
Officer	\$288
Director	\$250
Managing Consultant	\$206
Senior Consultant	\$168
Consultant	\$133
Support Staff	\$108

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed Five Hundred Thousand Dollars (\$500,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.

Reimbursable expenses shall include:

1. Travel related expenses consisting of coach airfare to/from San Jose;
2. Hotel room charges when flying in the day before a meeting or flying out the day after a meeting;
3. Meals while traveling;
4. Car rental while traveling;
5. Long distance phone, fax and conference call charges;
6. Overnight delivery;
7. Printing and photocopying costs; and
8. Subconsultants, approved in advance by the Director.

RD:KWF:SBM  
04/02/2012

All travel to destinations other than San Jose must be approved in advance. Any expenses not listed above must be approved in advance by the Director. Expenses are to be reimbursed at cost with proper documentation provided for all expenses eligible for reimbursement.

All subconsultant billings are to be paid by CONSULTANT and billed to Airport on a reimbursement basis with appropriate documentation of professional fees and reimbursable expenses, with no administrative mark-up. Subconsultant billing rates and reimbursable expenses are to be established at the time the Director's authorization is obtained.

**EXHIBIT D**  
**INSURANCE**

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage provided in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided in Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and.
3. Workers' Compensation insurance as required by the applicable state's Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

**B. Minimum Limits of Insurance**

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this

project/location or the general aggregate limit shall be twice the required occurrence limit; and

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the applicable state's Labor Code and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. **Other Insurance Provisions**

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

1. Commercial General Liability and Automobile Liability Coverages
  - a. Insured. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

- b. Contribution Not Required. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain waiver of subrogation in favor of the CITY their officials, employees, agents and contractors.

## 2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the CITY, their officials, employees, agents and contractors.

## 3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY's Risk Manager, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. **Verification of Coverage**

Purchaser shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Purchaser's insurance company as evidence of the stipulated coverages.

There are two (2) options for the delivery of proof of insurance as follows:

- PDF via email: [riskmgmt@sanjoseca.gov](mailto:riskmgmt@sanjoseca.gov)
- Mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

**CITY OF SAN JOSE – FINANCE DEPARTMENT  
Risk & Insurance  
200 East Santa Clara Street, 14<sup>th</sup> Floor  
San Jose, CA 95113-1905**

**With a copy to:**

**Airport Finance  
Norman Y. Mineta San Jose International Airport  
1701 Airport Boulevard, Suite B-1130  
San Jose, CA 95110  
Facsimile: (408) 441-4588**

G. **Subcontractors**

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT E**

**NOTICE OF EXERCISE OF OPTION TO EXTEND  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND  
RICONDO & ASSOCIATES, INC.**

WHEREAS, on \_\_\_\_\_, 2012 the CITY OF SAN JOSE ("CITY") and RICONDO & ASSOCIATES, INC. ("CONSULTANT") entered into an Agreement for Consultant Services ("AGREEMENT") which contains an option to extend the term for two (2) additional one-year periods ("Option Period"); and

WHEREAS, CITY has made the determination to extend the AGREEMENT for the first/second one-year Option Period, with no increase in compensation;

NOW THEREFORE,

CITY HEREBY EXERCISES, pursuant to Section 2 of the AGREEMENT, the first/second one-year option to extend the term of the AGREEMENT for the period of \_\_\_\_\_ through \_\_\_\_\_. All of the terms and conditions of the AGREEMENT shall remain in full force and effect during the Option Period.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
KEVIN FISHER  
Senior Deputy City Attorney

By \_\_\_\_\_  
NORBERTO DUEÑAS  
Deputy City Manager  
Date: \_\_\_\_\_

## EXHIBIT F

### DISCLOSURE STATEMENT

CONSULTANT's employees assigned to perform services as specified in EXHIBIT A shall file with City Clerk a disclosure statement (Statement of Economic Interests – Form 700) which includes disclosure of the following:

1. Schedule A – 1 – Investments.
2. Schedule A – 2 – Investments, Income and Assets of Business Entities/Trusts.
3. Schedule B – Interests in Real Property.
4. Schedule C – Income and Business Positions.
5. Schedule D – Income – Loans.
6. Schedule E – Income – Gifts.
7. Schedule F – Income – Gifts; Travel Payments, Advances and Reimbursements.

### CORPORATE SECRETARY CERTIFICATE

This certificate shall be executed by the secretary or assistant secretary of a corporation.

I, Michael Baer certify that I  
Name of Secretary or Assistant Secretary

am the  Secretary or  Assistant Secretary of the corporation named in the

attached agreement; that Garfield S. Eaton  
Name of Person that Signed Agreement

signed the agreement on behalf of the corporation as the Senior Vice President  
Title of Person that Signed the Agreement

of the corporation; and that the agreement was duly signed for and in behalf of the corporation by authority of its Board of Directors, and is within the scope of its corporate powers.



Signature of Secretary or Assistant Secretary

4/10/12

Date

Corporate Seal

