# TOWN OF SUPERIOR
## RESOLUTION NO. R-23
## SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN AGREEMENT WITH AEGIS ITS, INC. FOR AN ADVANCED TRAFFIC MANAGEMENT SYSTEM

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

**Section 1.** The Agreement between the Town of Superior and Aegis ITS, Inc. for an Advanced Traffic Management System is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 24th day of April, 2017.

_____
Clint Folsom, Mayor

ATTEST:
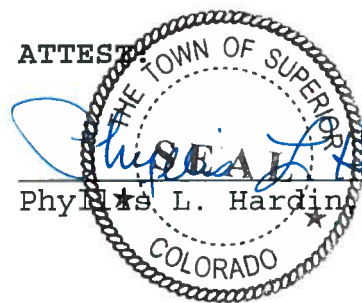
_____
Phyllis L. Harding, Town Clerk-Treasurer

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## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this $24^{th}$ day of April , 2017 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and Aegis ITS, Inc., an independent contractor with a principal place of business at 3360 East La Palma Avenue., Anaheim, CA 92806-2856 ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## I.     SCOPE OF SERVICES

A.     Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B.     A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement.  If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract.  Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

## II.     TERM AND TERMINATION

A.     This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B.     Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination.  If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

## III.     COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $122,269.  This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and

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expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

## IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

## V. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## VI. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $1,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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3.     Professional liability insurance with minimum limits of $1,000,000 each claim and $1,000,000 general aggregate.

B.     Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C.     Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

## VII.  <u>INDEMNIFICATION</u>

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

## VIII.  <u>ILLEGAL ALIENS</u>

A.     <u>Certification</u>. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B.     <u>Prohibited Acts</u>. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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C.    Verification.

1.    If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2.    Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3.    If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D.    Duty to Comply with Investigations.    Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E.    Affidavits.    If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto.    If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

## IX.    MISCELLANEOUS

A.    Governing Law and Venue.    This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B.    No Waiver.    Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C.    Integration.    This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D.    Third Parties.    There are no intended third-party beneficiaries to this Agreement.

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E.     Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F.     Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G.     Modification. This Agreement may only be modified upon written agreement of the Parties.

H.     Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I.     Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J.     Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
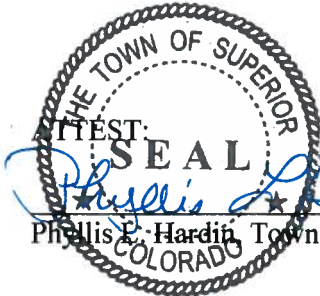
K.     Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

_____
Clint Folsom, Mayor

ATTEST:

_____
Phyllis E. Hardin, Town Clerk

**CONTRACTOR**

By: _____

STATE OF COLORADO     )
                       ) ss.
COUNTY OF _____ )

     The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2017, by _____ as _____ of _____.

     My commission expires:

(S E A L)

                                     _____
                                     Notary Public

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

## GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
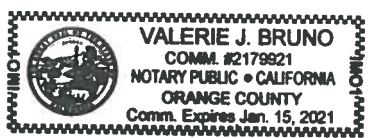2 _____
3 _____
4 _____
5 _____
6 _____

_____     _____
*Signature of Document Signer No. 1*          *Signature of Document Signer No. 2 (if any)*

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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State of California
County of *Orange*

Subscribed and sworn to (or affirmed) before me

on this _18TH_ day of _April_, 20 _17_,
by       *Date*      *Month*      *Year*

(1)____Nick Ullman_____

(and (2)_____ ),
*Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____Valerie J Bruno_____
*Signature of Notary Public*

**VALERIE J. BRUNO**
COMM. #2179921
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires Jan. 15, 2021

*Seal*
*Place Notary Seal Above*

──────────── *OPTIONAL* ────────────

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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

During the term of this Agreement, Contractor shall perform the following services:

## Task 1 - Initiation, Management, and Administration

Contractor's Project Manager will establish regular project meetings, updates and reporting methods that are mutually agreeable to the Town. Regularly scheduled meetings and updates ensure the Town is informed of project progress, schedule updates or changes, upcoming activities and any discrepancies.

Assumptions:

- Contractor will participate in the Project Progress Meetings via teleconference.

Deliverables:

- Kick-off Meeting.
- Project Progress Meetings.

## Task 2 - Validate Communications Network

Contractor shall schedule a one-day on-site validation of the Town's upgraded Ethernet network by one of Contractor's systems engineers. If there are any concerns, Contractor shall provide recommendations to the Town on communications network capacity, throughput, and subnet configuration.

Assumptions:

- The Town will provide end-to-end IP-based communications between the Centracs server software and the traffic signal controllers at each project intersection (31 intersections).

- The Town will be responsible for making any repairs or installation of fiber-optic cable, phone drops, wireless IP-radios, etc., necessary to upgrade or complete all gaps in the Town's communications network.

- The Town will install all fiber comm. switches, ensure that the communications cable is terminated properly at each cabinet, and ensure connection re: the communications equipment to the proper Fiber pair.

- Contractor will be able to "ping" each controller using the Town's Ethernet comm. network.

- Contractor assumes that other existing hardware such as cabinets, MMUs, conflict monitors, and other appurtenances at each of the intersections will be able to be re-used.

Deliverables:

- On-Site Communications Validation (1-Day).
- Communications Recommendations (as observed).

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**Task 3 - Furnish ATMS**

Upon procuring the Centracs Core server (Task 5), Contractor shall supply and install the latest version of Centracs, utilizing a standard process to configure, install, and populate the server. Configuration includes the setup of the server, verification and configuration of the operating system environment, and installation and configuration of the SQL Server database and other third party COTS software is required to establish the operating environment. Once the operating environment is established, Contractor shall install the required components of the Centracs software application on the server as appropriate. After installation of the application software, Contractor shall configure Centracs for the Town including Town details, system hardware configuration, standard user roles and privileges, user accounts, roles, and additional settings.

Assumptions:

- The Town will provide current phase diagrams & timing/coordination sheets for each intersection.

Deliverables:

- Centracs ATMS License (50 intersections).

**Task 4 - Generate Databases, Maps, & Configuration Files**

Following the installation of the ATMS software in Task 3, Contractor shall enter the baseline system data including:

- Intersection name.
- Main street.
- Cross street.
- Communication address.
- Map graphics including dynamic *icons* for:
    - Intersection status ($1^{st}$ level);
    - Intersection status with plan ($2^{nd}$ level);
    - Intersection status with main street green ($3^{rd}$ level); and
    - Intersection phase movement display with status ($4^{th}$ level).

The system is provided with all of the tools necessary for the Town to make any future modifications simply and easily through the graphical user interface. Training will include the simple process to develop additional intersection graphics. In accordance with the RFP scope of work, 31 intersections will be populated into Centracs by Contractor. Once the system and controllers are on-line, controller data will be uploaded into Centracs for each intersection as part of Task 5.

Assumptions:

- The Town will provide current phase diagrams and timing/coordination sheets for each intersection.

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- Contractor does not need to perform any database conversions (31 intersections).

Deliverables:

- Centracs System Map (Superior and Louisville).
- Intersection graphics (31 intersections).
- Centracs System Set-Up (Superior and Louisville).

## Task 5 - Furnish Hardware

Contractor shall furnish the required computer equipment and peripherals for the project as indicated in the Deliverables. Contractor shall work with the Town's IT Department, as appropriate, to ensure that all of the COTS software and hardware are properly specified, to ensure that system installation goes smoothly.

Assumptions:

- All server & software installations will be coordinated through the Town's IT Department.

Deliverables:

- Centracs Core Server (Application, Database, and Communications).
- Centracs Workstations (2 units).
- 40" monitors (3 units).
- Monitor stands (3 units).
- UPS (Uninterruptible Power Supply).
- System Back-Up.

## Task 6 - System Implementation

Upon completion of Tasks 3 and 4, Contractor shall establish connectivity to the Town's 170 and ASC/3 test controllers, and make adjustments as needed to the system data previously entered. During this installation visit, primary users are given basic, informal, training in the operation of the system. This type of training allows users to become familiar with the system between initial installation and formal training and we have found this to be very effective in preparation for system training. After operation with an initial group of intersections is established, Contractor shall return to work with the Town to migrate the balance of the 31 intersections to the Centracs system. We expect to complete the cutover of the initial complement of intersections during the on-site installation visit. At this time, 5 intersections in Louisville will use ASC/2S controllers running NTCIP firmware. The Econolite Controller Upgrade Kit includes an Ethernet upgrade, NTCIP firmware, and software that converts the controller data to NTCIP. Contractor assumes that other hardware such as cabinets, MMUs, and other appurtenances at each of these intersections will be able to be re-used. The license for use of the NTCIP firmware in the ASC/2S controller is included within the Controller Upgrade Kit on a per intersection basis. Contractor shall perform the ASC/2S upgrades and convert the controller data to NTCIP.

Assumptions:

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- Any required e-mail services will be provided through the Town's SMTP relay server.
- All server and software installations will be coordinated through the Town's IT Department.
- The Town will provide VPN or remote access to the servers.
- The Town will provide end-to-end IP-based communications between the Centracs server software and the traffic signal controllers at each project intersection (31 intersections).
- The Town will establish a connection to the comm. hub switch for access to the field network, the Internet, and any workstations (local or remote) that require access to the Centracs system.
- The Town's IT Department will assist Contractor with installation of the Centracs server in the Town's TMC and provide the necessary power and time sources.

Deliverables:

- Centracs ATMS system software module installed, configured, and operational on the Contractor-provided server.
- Centracs Client software application installed on up to two Contractor-provided workstations.
- Centracs ATMS system integrated with the Town's existing 170/Wapiti, ASC/2S, and ASC/3 controllers (31 intersections).
- Econolite Controller Upgrade Kit (ASC/2S – Ethernet and NTCIP) (5 intersections).
- NTCIP Firmware License (5 intersections).
- ASC/2S Upgrades & Controller Data Conversion to NTCIP (5 intersections).

**Task 7 - System Backup**

Contractor shall configure the Centracs ATMS server to automatically perform daily backups of the SQL databases used to store Centracs configuration and log data. Based upon Town preferences and the storage space allocated to system backups, Contractor shall configure the backups to overwrite after a predetermined time has passed. In addition to local backups, Contractor shall configure the supplied Network Attached Storage device (NAS) to remotely backup the server databases.

Assumptions:

- All server and software installations will be coordinated through the Town's IT Department.
- The Town will provide VPN or remote access to the servers and NAS device.

Deliverables:

- Centracs ATMS configured to operate with the Contractor-provided backup system (NAS device).

**Task 8 - System Acceptance and Validation**

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Contractor shall use its existing Centracs Systems Acceptance Test (CAT) and ATMS Validation procedures without modification to conduct the system acceptance tests for this project. Upon successful completion of the System Acceptance Test, the Town will grant "System Acceptance" and the Warranty period will begin.

Assumptions:

- System testing will be conducted after all systems have been installed and all controllers have been integrated.

- System testing will be performed over consecutive 2-3 day periods and the Town's designated representatives will be available to witness/participate.

- Upon successful completion of the System Acceptance Test, the Town will grant "System Acceptance" and the Warranty period will begin.

Deliverables:

- Acceptance Test Plan.

- Contractor shall conduct the System Acceptance Test.

- System Acceptance Test Report.

**Task 9 - Training**

Contractor shall provide all training necessary for the Town to successfully operate and manage the traffic signal control system. The training includes one 3-day classroom-training course with all training materials supplied for up to 10 people. This training will include instruction on system functionality and use as well as "hands-on" training and will be suitable for both traffic systems engineers and traffic signal technician staff. Contractor understands that some areas may require more in-depth training than others, and will adjust the curriculum according to the Town's needs. Training will be conducted at Town facilities with access to the system for optimal understanding of the system. The training shall address each of the following topics at a minimum:

- System Overview;
- System Setup;
- Graphics Setup;
- Basic Operations;
- Advanced Operations;
- Reports and Alarms Generation;
- System Maintenance;
- Troubleshooting; and
- Local Controller Firmware Operations.

Assumptions:

- Training will be conducted at a Town facility with real-time access to the installed system.
- Training will be conducted over 3 consecutive days when the Town's personnel will be available to participate in the training.

<u>Deliverables</u>:

- Training Documentation.
- Up to 24-hours of training.

**Task 10 - Documentation**

Contractor shall provide the Town with a complete systems documentation package that includes the following:

- Software and hardware submittals (Spec Sheets).
- User/operator manuals (Centracs ATMS System).

The documentation package shall address all hardware and software provided under this contract. Contractor shall provide electronic copies of the documentation to the Town.

<u>Assumptions</u>:

- None at this time.

<u>Deliverables</u>:

- Systems documentation package

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# NO EMPLOYEE AFFIDAVIT

## *[To be completed only if Contractor has no employees]*

**1.    Check and complete one:**

☐    I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals.  Should I employ any employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐    I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**2.    Check one.**

☐    I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*
- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence <u>and</u> identity.*

OR

☐    I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

_____          _____
Signature                                               Date

# DEPARTMENT PROGRAM AFFIDAVIT

### *[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]*

I, _Nick Ullman_ , as a public contractor under contract with the Town of Superior (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

_____          _4/18/17_____
Signature                                                      Date

STATE OF COLORADO          )
                                                  ) ss.
COUNTY OF _____          )

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2017, by _____ as _____ of _____.

My commission expires:

(S E A L)

_____
Notary Public

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# CALIFORNIA JURAT WITH AFFIANT STATEMENT   GOVERNMENT CODE § 8202

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1. _____
2. _____
3. _____
4. _____
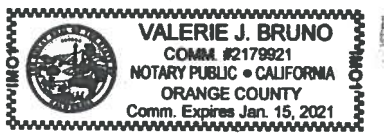5. _____
6. _____

_____      _____
*Signature of Document Signer No. 1*      *Signature of Document Signer No. 2 (if any)*

> A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ___Orange___

**Subscribed and sworn to (or affirmed) before me**

on this __18TH__ day of __April__, 20__17__,
         *Date*        *Month*      *Year*

by

(1)___Nick Ullman___

(and (2)_____ ),
               *Name(s) of Signer(s)*

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature ___Valerie J Bruno___
          *Signature of Notary Public*

**VALERIE J. BRUNO**
COMM. #2179921
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Expires Jan. 15, 2021

*Seal*
*Place Notary Seal Above*

──────────── **OPTIONAL** ────────────

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____