

STAFF REPORT



ITEM NO. 5

CITY OF OCEANSIDE

DATE: June 22, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS FACILITIES WITHIN THE WATER UTILITIES DEPARTMENT**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a three-year professional services agreement in an amount not to exceed \$88,211.76 to Aramark Uniform Services, Inc. of San Diego for rental and cleaning of uniforms for Water Utilities staff at the City Operations Center, the Robert Weese Filtration Plant, the Mission Basin Desalting Facility, the San Luis Rey Wastewater Treatment Plant, and the La Salina Wastewater Treatment Plant; and authorize the City Manager to execute the agreement.

BACKGROUND

The Water Utilities Department currently has 125 employees working at the City Operations Center, the Robert Weese Filtration Plant, the Mission Basin Desalting Facility, the San Luis Rey Wastewater Treatment Plant, and the La Salina Wastewater Treatment Plant who wear uniforms during their scheduled work shifts.

ANALYSIS

The City provides uniforms for any employee required by the City to wear such uniforms in the course of regular job duties per the employees' association Memorandum of Understanding. Staff determined that combining these services with one company would provide continuity of products and services and allow the City to obtain competitive pricing for these services.

On March 16, 2011, a request for proposals was sent to five companies and five proposals were received by the April 5, 2011 deadline. After evaluation of the proposals, based on the range of services provided and cost, Aramark Uniform Services, Inc., was selected to provide uniform rental and cleaning services for a three-year contract period.

Company	Weekly Cost	Annual Cost	3-year Contract Cost
Cintas Corporation	\$867.35	\$45,102.20	\$135,306.60
Mission Linen Supply	\$808.47	\$42,040.44	\$126,121.32
Unifirst Corporation	\$757.30	\$39,379.60	\$118,138.80
G&K Services	\$722.07	\$37,547.64	\$112,642.92
Aramark Uniform Services	\$565.45	\$29,403.92	\$88,211.76

This agreement shall not exceed the total three-year contract price of \$88,211.76 or an annual contract price of \$29,403.92 or a monthly contract price of \$2,450.32, with the following exceptions:

- (1) Lost items at the fault of the CITY; and
- (2) Inventory additions requested by the CITY.

Additional charges for lost items or inventory additions must be signed for by an authorized representative of the City of Oceanside. Additional charges must be itemized separately from the monthly base contract amount.

FISCAL IMPACT

The first year contract amount is \$29,403.92. The FY2011-12 has an approved budget in Sewer Admin fund (800010721.5380) of \$30,000 and Water Admin fund (750010711.5380) of \$30,000 for a total of \$60,000, therefore sufficient funds will be available. The second and third contract years will be budgeted in the next budget cycle.

In FY2008-11, the department issued one 3-year agreement combining all water department locations. This one multi-year contract has saved the department approximately \$72,000 annually. To date for FY2010-11, these expenditures have totaled \$35,728.56, therefore this new 3-year agreement will have an additional cost savings of approximately \$6-8,000 annually.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its scheduled meeting on May 24, 2011.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATIONS

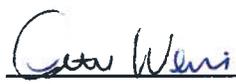
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PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

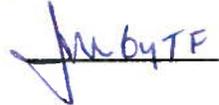
Michelle Skaggs-Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director







by TF

- Exhibit A: Request for Proposals Mailing List
- Exhibit B: Consultant's Rating Form
- Exhibit C: Professional Services Agreement

UNIFORM RENTAL AND CLEANING SERVICES
RFP MAILING LIST

Company Name	Address	City	State	Zip	First Name	Second Name	Title
Aramark Uniform Services	5665 Eastgate Drive	San Diego	CA	92121-281	Zicchia	Topping	
Cintas	460 W. California Ave.	Vista	CA	92083	Mike	Jensen	General Manager
G&K Services	6440 Flanders Dr., Suite B	San Diego	CA	92121	Mark	Haynes	Territory Sales Rep.
Mission Linen Supply	7912 Ostrow Street	San Diego	CA	92111	David	Speaks	Branch Manager
Unifirst	4041 Market Street	San Diego	CA	92102-459	Ty	Gaydish	General Manager

SUPPLIER RATING FORM

PRODUCT/SERVICE Uniform Service

ITEM	max pts	Supplier Rating				
		A	B	C	D	E
I. PRICE:	30	15	30	20	15	20
II. QUALITY OF SUPPLIES/SERVICE OFFERED	30	15	20	20	20	25
III. ABILITY TO PROVIDE SUPPLIES/SERVICE	20	15	15	15	15	15
IV. ABILITY TO PROVIDE SUPPLIES/SERVICE PROMPTLY	20	20	20	20	20	20
TOTALS:	100	65	85	75	70	80

RANKING:

- 1 ANAKAK
- 2 UNIFORM
- 3 GPK
- 4 CINIAS
- 5 MISSISSIPPI

RATED BY: MARK ANDERSON

Date: 4-12-11

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: UNIFORM RENTAL AND CLEANING SERVICES FOR THE FOLLOWING FACILITIES - (750010711 & 800010721):

- (1) CITY OPERATIONS CENTER
- (2) ROBERT WEESE FILTRATION PLANT
- (3) MISSION BASIN DESALTING FACILITY
- (4) SAN LUIS REY WASTEWATER TREATMENT PLANT
- (5) LA SALINA WASTEWATER TREATMENT PLANT

THIS AGREEMENT, dated _____, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and ARAMARK UNIFORM SERVICES, A DIVISION OF ARAMARK UNIFORM AND CAREER APPAREL, LLC hereinafter designated as "CONTRACTOR".

RECITALS

- A. CITY desires to obtain professional services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide uniform rental and cleaning services for the above-referenced facilities in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

These specifications establish the standard for the rental and laundering of the Water Utilities Department uniforms.

The City retains the right to add additional departments to the approved agreement at the contracted rate.

UNIFORM RENTAL AND CLEANING VARIOUS
WATER UTILITY LOCATIONS- (750010711 & 800010721)

- a. The contractor shall provide uniform rental and cleaning for approximately 115 employees of the Oceanside Water Utilities.
- b. Standard uniforms shall consist of a navy blue heavy-duty trouser and front button down shirt. The trousers shall be standard cut. The trousers shall be non-shrink, either 100% cotton or 65/35 poly/cotton blend, to be determined by the employee. Employees shall be given the option to wear shorts instead of pants, to be determined by the supervisor. Shirts shall be non-shrink, either 100% cotton or 65/35 poly/cotton blend, to be determined by employee. The shirts shall be long or short sleeve, to be determined by employee. Golf shirts shall be an option, determined by employee. The shirts shall be either dark blue, light blue, or white.
- c. Supervisor uniforms shall consist of front button down shirt with pocket on left side and standard cut pants. The pants shall be either standard cut or pleated, to be determined by the employee. The pants shall be non-shrink, either 100% cotton or 65/35 poly/cotton blend, to be determined by employee. Shirts shall be non-shrink, either 100% cotton or 65/35 poly/cotton, to be determined by employee. Golf shirts shall be an option to be determined by employee.
- d. Jackets are not supplied as part of the uniform.
- e. With the exception of supervisors' shirts and golf shirts, each uniform shirt shall have City insignia sewn on the right front of the shirt and the employee's first name sewn on the left front. The City will provide insignia. All shirts will have two pockets.
- f. CONTRACTOR will measure all employees at the beginning of the contract to facilitate proper fit. All uniforms shall be new at the time of issue. All replacement uniforms shall also be new at the time of issue.
- g. Each full-time employee shall receive eleven (11) sets of clothing. Initially, each employee shall receive six (6) sets of clothing and the balance of five (5) shirts on the next regular delivery day.
- h. CONTRACTOR will deliver all uniforms within thirty (30) days of award of contract. In the event CONTRACTOR does not meet the delivery date liquidated damages of \$5.00/day/uniform not delivered will be assessed.
- i. The City shall determine the delivery days and locations. Uniforms shall be delivered on hangers and grouped by individual, to facilitate verification by the City.
- j. Cleaned uniforms must be delivered in wearable condition. No clothing that is stained, torn, or missing buttons will be accepted. If uniforms are returned in such condition, they must be replaced within one (1) working day.
- k. The City shall request deletions and/or any other changes in writing.

UNIFORM RENTAL AND CLEANING VARIOUS
WATER UTILITY LOCATIONS- (750010711 & 800010721)

- l. Receipted Route slips shall be submitted with the suppliers' invoice. CONTRACTOR shall provide a breakdown of billing by employee location. CONTRACTOR shall verify actual count of all items at the time of pick-up and delivery each week. Shortages shall be noted on Route Slip.
- m. No charges will be made for employees on vacation, sick leave, compensation time, or leave of absence.
- n. No laundering charges for garments will be made for employees who decide to launder their own uniforms.
- o. Every six (6) months the City and CONTRACTOR will account for all uniforms.
- p. The CONTRACTOR shall provide bath towels, bar towels, glass towels, shop towels, laundry bags, dust mops, lab coats shop coats, coveralls as requested.

2. MAINTENANCE SCHEDULE.

CONTRACTOR shall submit to the CITY onsite Supervisor a pick-up/delivery schedule for each contract year. These functions are to include but are not limited to: pick-up of soiled uniforms, delivery of cleaned uniforms, and repair or replacement of worn items.

3. COMPENSATION.

a. For work performed by CONTRACTOR in accordance with this Agreement, CITY shall pay CONTRACTOR in accordance with the schedule of billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. Prior to performance of all extra work, a written work order must be submitted by the CONTRACTOR and approved by the CITY. CONTRACTOR's compensation for all work performed in accordance with this Agreement shall not exceed the total 3-year contract price of \$88,211.76 or an annual contract price of \$29,403.92 or a monthly contract price of \$2450.32, with the following exceptions:

- (1) Lost items at the fault of the CITY; and
- (2) Inventory additions requested by the CITY.

Additional charges for lost items or inventory additions must be signed for by an authorized representative of the City of Oceanside. Additional charges must be itemized separately from the monthly base contract amount.

UNIFORM RENTAL AND CLEANING VARIOUS
 WATER UTILITY LOCATIONS- (750010711 & 800010721)

Garments	# of Employees	# issued per employee	Price per piece	Price per week
Pants	125	11	\$0.39	\$243.75
Shirt	125	11	\$0.32	\$200.00
Lab coats	9	5	\$0.30	\$6.84
Uniform Insurance	134	11	\$0	\$0
Total Cost			Total cost:	\$450.59
	Inventory Quantity	Billing Quantity	\$ per item	Price per week
Flat Goods				
Bib Apron	40	20	\$0.12	\$2.40
Bar Towel (kitchen)	50	25	\$0.10	\$2.50
Shop Towel (rags)	600	300	\$0.05	\$15.00
Glass Towel (lint free)	50	25	\$0.10	\$2.50
Detail Towel (terrycloth)	250	125	\$0.08	\$10.00
Bath towel	550	275	\$0.24	\$66.00
Bag Rack	11	5	\$0	\$0
Soil Locker	2	1	\$0	\$0
Total			Total cost:	\$98.40
Emblems	# issued	Price per emblem		
Company emblem	1,375	\$1.50	Waived at Install	\$0
Wearer's name emblem	1,375	\$0.50	Waived at Install	\$0
Additional set-up fee	0	0		
			Total cost:	\$0
3% Service Charge				\$16.47
			Total weekly cost:	\$565.46
Please add any delivery fees, service charges, fuel surcharges, etc. that may be part of the total invoice each week.				

3.1 Invoicing.

- a. Invoicing is to be on a monthly basis. Invoices shall be sent at the end of each month for services performed.
- b. Invoice shall include the purchase order number, job site address, billing address, services rendered and the monthly base contract amount. Extra work shall be approved in advance and listed on the same invoice, but itemized separately from the monthly base contract amount.

4. TERMS OF CONTRACT.

- 4.1 The term of this contract is for three (3) years from Notice to Proceed.
- 4.2 The CITY reserves the right to terminate this contract without cause with thirty (30) days advance, written notice. The CITY may terminate the CONTRACT with cause with ten (10) days advance, written notice.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 3. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

5. INDEPENDENT CONTRACTOR. CONTRACTOR's relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director, or designee. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director, or designee. CONTRACTOR shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONTRACTOR shall report to the CITY any and all employees, agents and contractors performing work in connection with this project, and all shall be subject to the approval of the CITY.

6. CITY BUSINESS LICENSE. Prior to the commencement of any work under this agreement, the CONTRACTOR shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director, or designee.
7. WORKERS' COMPENSATION. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance

in accordance with the provisions of that Code, and the CONTRACTOR will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 8.4 through 8.9 of this Agreement.

8. LIABILITY INSURANCE.

8.1 CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

8.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

8.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR's work.

8.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 8.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 8.6 All insurance companies affording coverage shall provide thirty (30) day written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 8.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 8.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 8.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
9. **CONTRACTOR's INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or other wrongful acts of the CONTRACTOR or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents or employees. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONTRACTOR.

CONTRACTOR's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

10. **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director, or designee determines that the CONTRACTOR's negligence, errors or omissions in the performance of work under this Agreement has resulted in expense to

CITY greater than would have resulted if there were no such negligence, errors or omissions, CONTRACTOR shall reimburse CITY for the additional expenses incurred by the CITY, including installation, maintenance and/or restoration expense. Nothing herein is intended to limit CITY's rights under Sections 8 or 9.

11. **NO CONFLICT OF INTEREST.** The CONTRACTOR shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONTRACTOR shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONTRACTOR becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONTRACTOR shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONTRACTOR's violation of this Section.

12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

14. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

15. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

16. DISPUTE RESOLUTION.

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

- 17. NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONTRACTOR:

Scott Pelletier, General Manager
ARAMARK Uniform Services, a Division of
ARAMARK Uniform and Career Apparel, LLC
5665 Eastgate Drive
San Diego, CA 92121

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

18. SIGNATURES.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

PROJECT: UNIFORM RENTAL AND CLEANING SERVICES FOR THE FOLLOWING FACILITIES - (750010711 & 800010721):

- (1) CITY OPERATIONS CENTER
- (2) ROBERT WEESE FILTRATION PLANT
- (3) MISSION BASIN DESALTING FACILITY
- (4) SAN LUIS REY WASTEWATER TREATMENT PLANT
- (5) LA SALINA WASTEWATER TREATMENT PLANT

ARAMARK UNIFORM SERVICES,
A DIVISION OF ARAMARK UNIFORM
AND CAREER APPAREL, LLC

CITY OF OCEANSIDE

By: 
Name/Title

By: _____
Peter A. Weiss, City Manager

Date: June 9, 2011

Date: _____

By: David Michaelson, Vice President
Name/Title

Date: _____

APPROVED AS TO FORM:


City Attorney

95-3082883
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

State of California

County of Los Angeles

On June 9, 2011 before me, William Thomas Chiaro, Notary Public
(Insert Name of Notary Public and Title)
personally appeared David Michaelson,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature William Thomas Chiaro

(Seal)

