

## **AMENDMENT NO. 4**

### **TO AGREEMENT FOR CONTRACTUAL SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES** (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **DYETT & BHATIA, URBAN AND REGIONAL PLANNERS**, a California Corporation (“Consultant”) is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

### **RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated June 6, 2017 (“Agreement”), whereby Consultant agreed to provide Planning Services to help the City update its General Plan and the Zoning Ordinance.

B. City and Consultant entered into that certain Amendment No. 1 to the Agreement dated June 5, 2018 (“Amendment No. 1”), whereby Consultant agreed to incorporate and provide additional public outreach strategies and activities to allow additional meetings, workshops and forums toward supporting the services detailed in the Agreement, and the parties agreed to increase the Contract Sum prescribed in the Agreement, as such term is defined therein.

C. After the Agreement and General Plan Update project was initiated, the City identified the need to (1) evaluate the Carson Circuit and Dial-A-Ride Service, and (2) develop Senate Bill 743 (Steinberg, 2013) implementation approach through the General Plan. In order to address these objectives, the City proposed to detail how the current Carson Circuit and Dial-A-Ride Service meets or does not meet the transportation needs of the community and integrate a Vehicle Miles Traveled (VMT) approach into the City’s transportation guidelines, Transportation Demand Management Program and Circulation Element. City and Consultant entered into that certain Amendment No. 2 to the Agreement dated February 18, 2020, to increase the Contract Sum from \$1,175,194 to \$1,372,164 to enable the Consultant to provide these additional services.

D. Pursuant to an application submitted on or about January 27, 2020, City, in or about October of 2020, received a conditional award of a Local Early Action Planning (LEAP) grant in the amount of \$300,000 from the California Department of Housing and Community Development, to be used for the purposes of (1) preparing the City’s General Plan Housing Element for the 2021-2029 planning period and subsequent compliance with the 6<sup>th</sup> Cycle RHNA obligations of the City, and (2) adopting an Accessory Dwelling Unit (ADU) ordinance consistent with changes in state law and amending the General Plan and Zoning Code as necessary to accommodate same, including completing the necessary CEQA assessments for such tasks (the “LEAP Grant”).

E. On November 17, 2020, City and Consultant entered into that certain Amendment No. 3 to the Agreement to: (1) increase the contract sum by \$300,000, from \$1,372,164 to \$1,672,164, with the understanding that the additional funding authorized was the LEAP Grant funding and no other funding; and (2) increase the scope of services to provide for Consultant to perform the above-referenced tasks and services pursuant to the LEAP Grant.

F. All of the LEAP Grant funding has now been expended.

G. City and Consultant now desire to add services to the Agreement related to: (1) additional hearings and environmental review for the Housing Element; (2) preparation of an Environmental Justice element of the General Plan as required by Senate Bill 1000; (3) updating the information in the Existing Conditions Report for inclusion in the General Plan EIR and the General Plan; (4) including policies in the General Plan that will be helpful for the City to compete for grants; and (5) completion of additional tasks related to the comprehensive Zoning Code update, including CEQA review, objective standards per SB 35, an updated Zoning Map, and additional Planning Commission and City Council meetings/hearings. To fund these added services, City and Consultant desire to increase the contract sum by \$235,500, from \$1,672,164 to \$1,907,664.

H. City and Consultant also desire to provide for (i) an additional 12 months to complete the services, which additional time is needed due to unforeseen complications such as City staff shortages and changes in relevant laws (and/or actions of third parties associated therewith or resulting therefrom) having resulted in delays which are beyond the control and without the fault or negligence of Consultant or City, (ii) an inflationary adjustment pursuant to Section VII of Exhibit “C” of the Agreement (to be the sole and exclusive adjustment ever made pursuant to said section), and (iii) correction of a typo in the Agreement’s Schedule of Compensation.

## TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

a. **The first paragraph of Section 2.1, Contract Sum, is hereby amended to read as follows:**

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ***One Million Nine Hundred Seven Thousand Six Hundred Sixty-Four Dollars (\$1,907,664)*** ~~One Million Six Hundred Seventy Two Thousand One Hundred Sixty Four Dollars (\$1,672,164)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. **Section 3.4, Term, is hereby amended to read in its entirety as follows:**

3.4. Term.

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***June 30, 2023*** ~~three (3) years from the date hereof~~, or at

completion of the services, whichever is later, except as otherwise provided in the Schedule of Performance (Exhibit 'D')."

- c. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to add the following tasks in connection with preparation of the Housing Element (although the costs for such services will not be funded with LEAP Grant funds, as such funds have all been expended as of the date of this Amendment No. 4):**

A. City's hearings for consideration of the Housing Element by the Planning Commission and City Council will be conducted separately from the General Plan hearings, and will require at least three hearings each by the Planning Commission and City Council. Consultant shall be prepared and available to participate in and present at all such hearings.

B. CEQA review for the Housing Element will be conducted separated from the General Plan. Consultant will conduct an initial study and prepare the necessary environmental document(s) for consideration of the Housing Element, which is assumed to be a negative declaration for purposes of Amendment No. 4 to the Agreement.

- d. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to add the following tasks in connection with preparation of the General Plan:**

**A. Prepare an Environmental Justice Element of the General Plan as required to comply with Senate Bill (SB) 1000, which will include the following tasks:**

**1. Identification of Disadvantaged Communities and Key Environmental Justice Issues.** Sub-tasks include:

- **Screening Analysis.** A nuanced understanding of disadvantaged community characteristics and environmental justice issues is the foundation for developing appropriate policy. Based on the statutory language in Government Code section 65302(h), jurisdictions have discretion to choose which definitions of a disadvantaged community to apply. Consultant will conduct a thorough screening of potential disadvantaged community locations using the following methods:
  - Use CalEnviroScreen (3.0) to examine tracts that have cumulative scores in the 75th percentile or above.
  - Map census tracts at or below statewide median income;
  - Map the area at or below the Department of Housing and Community Development's state income limits;

- Overlay additional health and planning data from available open data sources including the National Centers for Disease Control and Prevention (CDC), United States Environmental Protection Agency (EPA), and Los Angeles County that are pertinent to local environmental justice issues.
- **Issue Analysis.** The nature of environmental burden, health risks, and needs have been determined through GIS mapping, data gathering, and research on existing EJ efforts by other external agencies and organizations, such as the SCAQMD (to align with their AB 617 implementation efforts), the Los Angeles County Health Department, or other groups. Analysis findings will culminate in in an easy-to-understand, highly visual, public-facing presentation, complete with maps, infographics, and a summary of topical issues as required under SB 1000. These include:
  - Pollution exposure (including air quality);
  - Food access;
  - Public facilities;
  - Safe and sanitary homes;
  - Physical activity;
  - Civic engagement (“community engagement”); and
  - Prioritization of improvements and programs addressing the needs of disadvantaged communities.

**2. EJ Element Preparation.** Prepare a draft EJ Element and share it with City staff. Prepare a final EJ Element in tandem with other General Plan elements. Subtasks include:

- **Review Existing EJ Policies and Programs.** Undertake a landscape analysis of existing GP policies and programs from an environmental justice perspective; whether policies address equitable distribution of benefits and burdens; needed partner agency coordination; and other factors. The goal of this subtask is to determine what existing policies have worked in the past, where gaps remain, and where improvement is needed.
- **Develop Draft EJ goals, objectives, policies, and programs.** Specific goals and policies to respond to and address disadvantaged communities’ needs. The Environmental Justice Element must reduce the unique or compounded health risks in disadvantaged communities by addressing at minimum the following topics:

- Pollution Exposure and Air Quality. Policies to prevent and mitigate exposure to hazardous materials and air pollution, remove and restrict toxic pollutants, and protect sensitive populations within and around disadvantaged communities.
  - Public Facilities. Policies to promote facilities such as infrastructure, parks, community facilities, active transportation, roads and trails, and health-care facilities and ensure that EJ communities have equitable access to such facilities.
  - Food Access. Policies to promote healthy food access for EJ communities through programs and projects, such as grocery supermarkets, local agriculture, and mobile vending.
  - Safe and Sanitary Homes. Policies to ensure healthy and safe housing, such as addressing the presence of lead-based building materials and asbestos; and policies to increase access to housing, including affordable housing, by eliminating barriers to fair housing and instituting measures to prevent the displacement of low-income and vulnerable residents and families.
  - Physical Activity. Policies to promote spaces for physical activity and ensure access, connectivity, and equitable distribution of physical activity opportunities – such as pedestrian-friendly and bicycle-friendly streetscape environments.
  - “Civic” or Community Engagement. Policies and best practices for promoting equitable, inclusive, and meaningful community engagement in local planning processes that benefit EJ communities.
  - Improvements and Programs That Address the Needs of Disadvantaged Communities. This includes policies to identify and reverse systemic funding inequities, such as concentrations of public resources that divert public investments away from disadvantaged communities, and to prioritize improvements and programs that benefit EJ communities by promoting equitable development, ensuring that disadvantaged communities are the primary beneficiaries of investments and that projects and programs do not increase toxic exposures, reduce affordable housing stock, or displace residents and/or local businesses.
- **Update CalEnviroScreen maps and data.** Ensure draft Environmental Justice Element is updated to CalEnviroScreen 4.0.

3. **Community Outreach.** Conduct the following community outreach activities, coordinating the structure and content with City staff and subconsultant

Lee Andrews Group (LAG). Community outreach activities shall be conducted virtually in response to COVID-19 guidelines. General activities include:

- **Housing stakeholder meeting.** In combination with outreach for the Housing Element, feedback from the focused meeting with housing stakeholders will be integrated into the EJ element as one of the required SB 1000 topic areas.
- **Community workshop webinar.** An overview of existing EJ issues and potential EJ Element policies will be shared with the community with a view toward policy refinement or surfacing any unintended consequences.

**B. Update the information in the Existing Conditions Report for inclusion in the EIR and the General Plan.** The Existing Conditions Report was published in May 2018. Consultant's original scope of work assumed this information would be carried through to the Environmental Impact Report. However, given the passage of time, much of the information needs to be updated. For example, information on air quality, utilities, public services, school enrollment, etc., needed to be updated. Consultant will also hold update meetings with Cal State Dominguez Hills, utility providers, etc., for this purpose. An EIR Notice of Preparation will be prepared, circulated, and a Scoping Meeting held.

**C. Complete Streets Funding Report.** Based on meetings with City Planning and Public Works staff, Consultant will include policies in the General Plan that will be helpful for the City to compete for grants. The majority of the work will be performed by authorized subconsultant Fehr & Peers in accordance with the following scope of work:

1. Complete Streets Policy

- Fehr & Peers will develop a brief (approximately 2 pages) Complete Streets Policy that identifies the City's priorities for planning, funding, and implementing Complete Streets projects.
- The policy will mention specific elements of Complete Streets such as bicycle infrastructure, pedestrian infrastructure, First/Last mile strategies, and Safe Routes to School.

2. Carson Active Transportation Projects

- Several plans prepared for the City of Carson or Metro have conducted planning, engagement, and/or conceptual design efforts to develop active transportation project ideas in Carson. Specific sources for assembling planned projects include:

- City of Carson Bicycle Master Plan;
  - City of Carson Priority Bikeways under design;
  - City of Carson General Plan;
  - City of Carson Capital Improvement Program;
  - Metro Active Transportation Strategic Plan;
  - Metro Blue Line First/Last Mile Plan.
- Fehr & Peers will assemble a list of projects contained in the above documents to establish a list of project ideas for review, prioritization, selection for inclusion by City staff.

### 3. Map and List of Priority First Last Mile Projects

- Based on staff input to the list developed in step 2, Fehr & Peers will develop a map and list compiling priority First/Last Mile projects in the City.
- It is anticipated the priority projects would reflect strategies prioritizing areas around the Del Amo A Line Station developed in Metro's Blue Line First Last Mile plan, while other priorities would focus on enhancing access and comfort near the busiest bus stops and corridors with the highest level of transit activity.

### 4. Map and List of Priority Active Transportation Projects

- Based on staff input to the list developed in step 2, Fehr & Peers will develop a map and list compiling priority Active Transportation projects in the City.
- It is anticipated the priority projects would reflect strategies for implementing multimodal complete streets corridors and enhancing access between residences and local destinations such as schools, parks, and shopping centers.

Consultant will process the maps for consistency with other maps included in the General Plan.

- e. **Exhibit "A" (Scope of Services) of the Agreement is hereby amended to add the following tasks in connection with preparation of the comprehensive Planning and Zoning Code update (collectively, the "Additional Zoning Tasks"):**

1. **CEQA Review for Zoning Code and Mobile Home Parks Ordinance.** The original scope of services assumed that CEQA review for zoning would be done by City staff (Task 8.D). Consultant will prepare two negative declarations – one for the Mobile Home Parks Ordinance (being prepared separately by City staff/City Attorney) and one for the Zoning Code Update. For budgeting purposes both of these are assumed to be Negative Declarations, in the form of a CEQA checklist with short narrative text where needed).

2. **Objective standards for Multifamily Residential and Mixed-Use Development.** The State has instituted new requirements under the Housing Accountability Act that affect all “housing development projects” and mixed-use projects with at least 2/3 of the area devoted to housing. These are now subject to “objective” standards only, with further streamlining criteria specified in SB 35. These requirements have become law since after the time the original scope of work was prepared. These objective standards need not be published separately, and can be part of the Zoning Code. Consultant shall apply an objective lens to the standards and also set up a process where either design review or another process is laid out for projects that seeks variances or changes from these standards.

3. **Zoning Map.** The original scope of work includes zoning text changes only; map is not covered. Consultant will prepare an updated zoning map, consistent with the new General Plan Land Use Diagram, and Zoning Code land use districts. Consultant will prepare a first cut of the map in GIS and provide this to City staff for review and input, reflecting staff’s local knowledge. Following staff review and changes, this will be finalized and provided to the City as a GIS file.

4. **Additional Planning Commission and City Council Meetings.** The original scope of work provides only for one hearing with the Planning Commission and the City Council. Consultant shall present/participate in six additional meetings – four meetings with the Planning Commission covering the five zoning modules, plus an additional hearing each with the Planning Commission and the City Council (that is, two hearings each, including the meetings already in the current scope of work).

- f. **An adjustment is hereby applied to increase the Contract Sum by \$30,000 pursuant to Section VII of Exhibit “C” (Schedule of Compensation) of the Agreement, to cover all services performed pursuant to this Agreement from June 7, 2020, through completion of all services pursuant to the Agreement. Consultant may invoice the City for this amount at any time following the effective date of this Amendment No. 4, and upon doing so the amount shall be payable to Consultant in accordance with the invoicing provisions of the Agreement. Notwithstanding the foregoing or Section VII of Exhibit “C” or any other provision of the Agreement, City and Consultant acknowledge and agree that the adjustment provided pursuant to this subsection (f) shall be the only such adjustment (i.e., for increased cost of services related to CPI or inflation, whether pursuant to Section VII of Exhibit “C” or otherwise) to**

which Consultant shall be entitled under this Agreement, irrespective of any future amendments to this Agreement.

- g. Section I of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

“

	Phase/Task	Time (from Project Start to Completion)	Sub-Budget
	<b>Phase I: Project Initiation, Visioning, and Issue Identification</b>	<b>7 Months</b>	<b>\$256,133</b>
1.	Project Initiation	3 Months	\$34,876
2.	Visioning and Issue Identification	6.5 Months	\$73,331
3.	Existing Conditions, Trends, and Opportunities Assessment	7 Months	\$147,926
	<b>Phase II: Options and Strategies</b>	<b>14.5 Months</b>	<b>\$482,157**</b>
4.	Alternatives	11.5 Months	\$144,067
5.	Preferred Plan	14.5 Months	\$141,120
6.	Carson Circuit and Dial-A-Ride Evaluation and VMT Guidelines	6 Months	\$196,970.00
	<b>Phase III: Draft and Final Documents</b>	<b>72 months</b>	<b>\$778,874</b>
7.	Draft General Plan <i>(including Environmental Justice element)</i>	<b>66 months</b>	<b>\$197,632</b>
8.	Draft and Final EIR	<b>66 months</b>	\$203,495
9.	Planning and Zoning Code Update <i>(including Additional Zoning Tasks)</i>	<b>72 months</b>	<b>\$352,000</b>
10.	Hearings and Adoption	<b>72 months</b>	\$25,747
	<b>Other</b>		
	LEAP Grant Tasks	<b>21.5 Months</b>	\$300,000

	(Amendment No. 3)	<i>(from effective date of Amendment No. 3, as detailed in Section III of Exhibit “A”)</i>	(as detailed in Section III of Exhibit “A”)
	<b><i>Additional Housing Element Hearings &amp; Environmental Review (Amendment No. 4)</i></b>	<b><i>6 months (from effective date of Amendment No. 4)</i></b>	<b><i>\$15,500</i></b>
	<b><i>Update to Existing Conditions Report (Amendment No. 4)</i></b>	<b><i>6 months (from effective date of Amendment No. 4)</i></b>	<b><i>\$30,000</i></b>
	<b><i>Complete Streets Funding Support (Amendment No. 4)</i></b>	<b><i>6 months (from effective date of Amendment No. 4)</i></b>	<b><i>\$15,000</i></b>
	<b><i>Adjustment Per Exhibit “C,” §VII (see Amendment No. 4, §1(f))</i></b>	<b><i>All services after June 7, 2020 (see Amendment No. 4, §1(f))</i></b>	<b><i>\$30,000</i></b>
	<b>TOTAL</b>	Estimated Not to Exceed 72 Months*	<b><i>\$1,907,664</i></b>

**\*The 72-month ~~60-month~~ period shall supersede any conflicting schedules set forth in Exhibit “D-1,” “Schedule of Performance,” of the Agreement.**

**\*\*Note: This change in Amendment No. 4 is intended to merely correct a prior error in the sum of the three rows below when calculating the total Phase II costs.”**

- f. Section V of Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended as follows:**

“The total compensation for the services shall not exceed ***\$1,907,664*** ~~\$1,672,164~~ if City does not exercise the option to prepare TDM or Parking Regulations or Design Guidelines, or ***\$1,961,664*** ~~\$1,726,664~~ if the City does exercise the option to prepare TDM or Parking Regulations or Design Guidelines, as provided in Section 2.1 of this Agreement.”

**2. Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3,

and this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Regarding Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

DYETT & BHATIA, a California Corporation

By:\_\_\_\_\_  
Name: Rajeev Bhatia  
Title: President

By:\_\_\_\_\_  
Name:  
Title:

Address: 1330 Broadway, Suite 604  
Oakland, CA 94612

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 LOS ANGELES

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 LOS ANGELES

On \_\_\_\_\_, 2022 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	
<input type="checkbox"/>	CORPORATE OFFICER	
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		
_____		
_____		
		SIGNER(S) OTHER THAN NAMED ABOVE