

AGREEMENT FOR SERVICES #346-S1610

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Lexipol, LLC., a Delaware Limited Liability Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6B Liberty, Suite 200, Aliso Viejo, CA 92656, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide updates to the Department Policy Manual, and Custody Division Manual developed by Consultant for the El Dorado County Sheriff's Office; and

**WHEREAS**, the parties hereto have mutually agreed that the existing Agreement #329-S1211 shall automatically terminate and be replaced upon execution of this Agreement for Services #346-S1611; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:



## **ARTICLE I**

**Scope of Services:** Consultant agrees to 12 month update service to the Department Policy Manual and Custody Division Manual previously developed by the Consultant specifically for the Sheriff's Office. Services shall include:

- 1) Urgent updates to change policy as a result of precedent setting court decisions, urgent legislation, or extraordinary incidents in the field;
- 2) Changes and updates the Sheriff's Office wishes to make through the year, and
- 3) Consultants recommended changes and updates developed over the 12 month period through case law, legislation, legal experience and the Sheriff's Office input.

All updates are to be sent to the Sheriff's Office electronically, for review, changes if necessary and finalization.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2016 through December 31, 2019,

## **ARTICLE III**

**Compensation for Services:** For services provided for updates to the Department Policy Manual and Custody Division Manual, County agrees to pay Consultant the lump sum of the annual fee in advance. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A" incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$34,697.00 for the four-year period.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Sheriff's Office  
300 Fair Lane  
Placerville, California 95667  
Attn: Accounting

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article XIII, Default, Termination, and Cancellation.



#### **ARTICLE IV**

**Copyright; Derivative Works; Contractor Ownership:** County acknowledges and agrees that the Subscription Material and each policy provided by Lexipol including, but not limited to, all updates, and revisions to the entire Policy Manual(s), are expressly created solely for County's internal use. County further agrees that Lexipol owns the copyright to all subscription materials and Policy Manual(s) based in whole or in part thereon. County further agrees that any Policy Manual(s) prepared by County, based in whole or in part on subscription materials copyrighted by Lexipol shall be derivative works subject to the copyright of Lexipol, and shall fall under United States copyright law.

#### **ARTICLE V**

**Ownership of Rights:** On and subject to the terms and conditions contained in this Agreement, County is given permission by Lexipol to prepare derivative works based on any or all of the contents of Policy Manual(s) for its internal use. County will not remove Lexipol's copyright notice from any materials provided by Lexipol to County, and will reproduce such copyright notices on all copies of such materials, and on all copies of all derivative works based on such materials, prepared by County. County is hereby authorized by Lexipol to disclose policies contained within the Policy Manual(s) to the public via its website provided that all materials disclosed bear Lexipol's copyright notice. County specific content created by County contained within the Policy Manual(s) will remain the property of County. County will not copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, the Policy Manual(s), or derivative works thereof; provided, however, that the foregoing shall not prohibit County from (a) providing a copy of the Policy Manual(s) for review by any party with lawful reason to do so, or (b) disclosing any policies contained within the Policy Manual(s) pursuant to and authorized by a request under the Public Records Act, pursuant to court order or any other lawful process; provided further, however, that all materials disclosed under either paragraph (a) or (b) above bear Lexipol's copyright notice.

#### **ARTICLE VI**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VIII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as



Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

#### **ARTICLE IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE X**

**Independent Consultant/Liability** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. In developing the Subscription Materials, Consultant has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to County. While Consultant has made such a good faith effort, County acknowledges and agrees that Consultant will have no liability to County or any other person or entity arising from or related to the Subscription Materials, or any act or omission by County or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

#### **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.



In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to



the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

#### **ARTICLE XIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Sheriff's Office  
300 Fair Lane  
Placerville, CA 95667  
ATTN: Bryan Golmitz, Captain

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

LEXIPOL, LLC  
6B Liberty, Suite 200,  
Aliso Viejo, CA 92656  
ATTN: Van Holland

or to such other location as the Consultant directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall



be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVI**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

County understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by County. While Lexipol will make a good faith effort to develop all policies in accordance with existing law and standards, County acknowledges that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any claims in which said content, policies or training material are subject to challenge.

#### **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.



- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.



- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXI**

**Nondiscrimination:**



- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **ARTICLE XXII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXIII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.



#### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXV**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

#### **ARTICLE XXVI**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

#### **ARTICLE XXVII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bryan Golmitz, Captain, Sheriff's Office, or successor.

#### **ARTICLE XXVIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XXIX**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE XXX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.



**ARTICLE XXXII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Bryan Golmitz  
Captain  
Sheriff's Office

Dated: 2/17/16

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
John D'Agostini  
Sheriff


Dated: 2/16/16



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 3/22/16

By:   
Ron Mikulaco, Chair  
Board of Supervisors  
"County"


ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3/22/16

-- CONSULTANT --

LEXIPOL, LLC,  
A DELAWARE LIMITED LIABILITY CORPORATION

By:   
Van Holland  
Chief Financial Officer  
"Consultant"

Dated: 2/4/16

(tcd)

(#346-S1610)



EXHIBIT A  
LEXIPOL LLC  
COMPENSATION FOR SERVICES

SHERIFF'S OFFICE DEPARTMENT MANUAL

- For the period of January 1, 2016 through December 31, 2016, County agrees to pay consultant the sum of \$4,125.00 no later than January 31, 2016.
- For the period of January 1, 2017 through December 31, 2017, County agrees to pay consultant the sum of \$4,500.00 no later than January 31, 2017.
- For the period of January 1, 2018 through December 31, 2018, County agrees to pay consultant the sum of \$4,500.00 no later than January 31, 2018.
- For the period of January 1, 2019 through December 31, 2019, County agrees to pay consultant the sum of \$4,500.00 no later than January 31, 2019.

CUSTODY DIVISION MANUAL

- For the period of January 1, 2016 through December 31, 2016, County agrees to pay consultant the sum of \$4,268 no later than January 31, 2016.\*
- For the period of January 1, 2017 through December 31, 2017, County agrees to pay consultant the sum of \$4,268 no later than January 31, 2017.
- For the period of January 1, 2018 through December 31, 2018, County agrees to pay consultant the sum of \$4,268.00 no later than January 31, 2018.
- For the period of January 1, 2019 through December 31, 2019, County agrees to pay consultant the sum of \$4,268.00 no later than January 31, 2019.

\* Note: This installment has already been paid as required by Agreement #329-S1211, which will be cancelled upon execution of this Agreement.



## LEXIPOL, LLC

### Written Consent of the Board of Managers Without a Meeting

May 12, 2015

Pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act, the undersigned, being all of the members of the board of managers (the "**Board**") of Lexipol, LLC, a Delaware limited liability company (the "**Company**"), hereby adopt by this unanimous written consent (this "**Written Consent**"), in lieu of a meeting, the following resolutions with the same force and effect as if they had been unanimously adopted at a duly convened meeting of the Board:

#### Resignation of Officer

RESOLVED, that, effective as of April 30, 2015, the resignation of Ronald Wilkerson as Chief Executive Officer and the resignation of Michael Davis as President of the Company is hereby accepted.

#### Appointment of Officer

RESOLVED, that, effective as of May 1, 2015, Michael Davis is hereby duly appointed as Chief Executive Officer of the Company, to serve until his successor is appointed or until his earlier resignation, removal or death; and

FURTHER RESOLVED, that the officers of the Company are as follows:

<u>Name</u>	<u>Officer</u>
Michael Davis	Chief Executive Officer
Van Holland	Chief Financial Officer
L. Joseph Lee, Jr.	Vice President and Secretary
Daniel J. Haynes	Vice President and Treasurer
Michael Griffiths	Chief Technology Officer
Peter Roth	Chief Customer Officer

#### General

RESOLVED, that any and all actions heretofore or hereafter taken by the officers of the Company (the "**Authorized Officers**"), or any of them, within the foregoing resolutions, be and each of them is hereby, ratified, confirmed and approved; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized and empowered in the name and on behalf of the Company, to execute and deliver such additional agreements, instruments and documents, and to take or cause to be taken such other actions, as such Authorized Officer or any Authorized

Officers may determine to be necessary or advisable to implement the purposes and intent of the foregoing resolutions; each such agreement, instrument and document to be in such form and to contain such terms and conditions, consistent with the foregoing resolutions, as such Authorized Officer or any Authorized Officers executing the same may approve, the execution and delivery of any such agreement, instrument or document by any such Authorized Officer or the taking of such action to be conclusive evidence of such authorization and approval.

*(Signatures on the following page)*

This Written Consent may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall form a single instrument. Delivery of an executed signature page to this Written Consent by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart to this Written Consent. This Written Consent shall be effective as of the date written above when executed by all of the managers in the places designated for their signatures below.

Upon execution of this Written Consent, the undersigned hereby direct that this Written Consent be filed in the Company's minute book.

*mill w. ebl.*

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Michael Eblin  
Manager

*L. Joseph Lee, Jr.*

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L. Joseph Lee, Jr.  
Manager

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Ronald Wilkerson  
Manager

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Bruce Praet  
Manager

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Gordon Graham  
Manager

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Stephen L. Cohen  
Manager

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Michael Davis  
Manager

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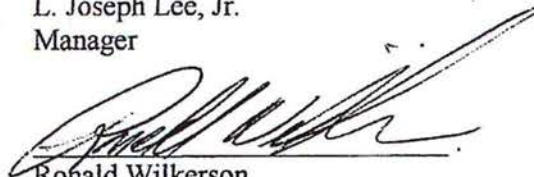
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Michael Eblin  
Manager

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L. Joseph Lee, Jr.  
Manager



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Ronald Wilkerson  
Manager

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Upon execution of this Written Consent, the undersigned hereby direct that this Written Consent be filed in the Company's minute book.

\_\_\_\_\_  
Michael Eblin  
Manager

\_\_\_\_\_  
L. Joseph Lee, Jr.  
Manager

\_\_\_\_\_  
Ronald Wilkerson  
Manager

\_\_\_\_\_  
Bruce Praet  
Manager

  
\_\_\_\_\_  
Gordon Graham  
Manager

\_\_\_\_\_  
Stephen L. Cohen  
Manager

\_\_\_\_\_  
Michael Davis  
Manager

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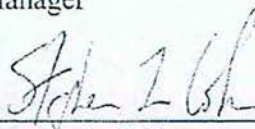
\_\_\_\_\_  
Michael Eblin  
Manager

\_\_\_\_\_  
L. Joseph Lee, Jr.  
Manager

\_\_\_\_\_  
Ronald Wilkerson  
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Michael Davis  
Manager