2010-261

10/011461

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION WITH HEARTLAND MARKETING & COMMUNICATIONS, INC.
FOR PROFESSIONAL MEDIA AND PUBLIC-RELATIONS SERVICES

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-2901 to 2905(Reissue 2007), a Sarpy County has constructed a facility for social, athletic, and recreational purposes; and,

WHEREAS, in order to properly manage and promote said facility, and to assist Sarpy County with other activities of the County, it is may be necessary on an "as-needed" basis to employ a media and public-relations consultant.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT the Agreement with Heartland Marketing & Communications, Inc. for professional services, a copy of which is attached hereto, is hereby approved.

BE IT FURTHER RESOLVED that the Chair and Clerk are hereby authorized to execute said Agreement on behalf of Sarpy County, Nebraska.

DATED this 3rd day of August, 2010.

Moved by Rusty Hike, seconded by Rich Jansen, that the above Resolution be adopted. Carried.

YEAS:	NAYS:	ABSENT:
[signature]	X Patrick J. Thomas	none
[signature]	X Jon Albrecht	
[signature]		ABSTAIN:
		none

DEBRA J. HOUGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

[signature] Houghtaling
County Clerk

Approved as to form:

[signature]
Deputy County Attorney

AGREEMENT

Parties: This Agreement is by and between the County of Sarpy ("County") and Heartland Marketing & Communications, Inc. ("HMC").

The Parties hereto promise and agree to comply with all Federal and State laws, and such rules and other regulations which may apply to this Agreement.

HMC's Obligations:

HMC will provide the following services as needed and requested by County:

- Public Relations for County as needed, including but not limited to press releases, media/community relations and business-to-business development.
- Media negotiation and placement as needed.
- Media Screening
- Creative Services
- Creative campaign development
- Promotion development
- Graphic design and scripting

HMC will, on a non-exclusive basis, place all media: radio, TV, outdoor, print and commissionable at 15%. However, said placement will be made only at the specific request of the County.

HMC will broker creative projects as reseller, including but not limited to, jingles, production and printing.

HMC will serve as County's agent for sales tax purposes for related agency activities and projects.

HMC will retain no ownership of materials developed pursuant to this Agreement. All such materials will be exclusively owned by County.

HMC's activities under this Agreement shall require the prior approval of the County Administrator.

County's Obligations:

County will compensate HMC under the terms of this Agreement pursuant to the schedule listed below. Unless otherwise agreed to by the Parties in writing, HMC total compensation under this Agreement shall not exceed $40,000.

Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), HMC declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Payment Terms:

County will pay HMC for services rendered according to the following schedule:

Graphic Design:	$100 per hour
Public Relations Marketing Consultation Retainer:	Amount to be determined by parties
Public Relations Consultation/ Marketing/Creative Open Rate	$80 per hour on an as-needed basis with written client approval

HMC shall submit a monthly itemized invoice for payment. County will make payment to HMC within thirty (30) days after receipt of invoice and satisfactory performance under the terms of this Agreement.

HMC may adjust the rates above with written client approval.

Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and HMC.

Term:

The Agreement will be for a one-year period commencing on _____, with three, one-year option periods. The cost for the option years will be provided in writing to the County sixty (60) days prior to the expiration date of the current agreement year. Any cost changes for the option years is the responsibility of HMC. If Sarpy County does not receive any notification of price changes, the prices are to remain the same.

Renewal:

The Agreement shall automatically renew for each option year unless the County notifies Vendor in writing thirty (30) days prior to expiration of current agreement period of its intent not to renew.

Termination:

Either party may terminate the Agreement with sixty (60) days written notice to the other.

Residency Verification:

HMC agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. HMC is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If HMC is an individual or sole proprietorship, the following applies:

1. HMC must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If HMC indicates on such attestation form that he or she is a qualified alien, HMC agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify HMC's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. HMC understands and agrees that lawful presence in the United States is required and HMC may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Breach:

Should HMC breach, violate, or abrogate any term, condition, clause or provision of this agreement, County shall notify HMC in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of Agreement as allowed by law.

Insurance Requirements:

HMC shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

HMC shall not commence work on this Agreement until it has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall HMC allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverage shall be kept in force during the life of the Agreement and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and $500,000 each accident for Coverage B, Employers Liability. In the event Workers' Compensation coverage is not required under Nebraska law and the right to elect Workers' Compensation coverage has been waived, documentation from the Nebraska Workers' Compensation Court shall satisfy this requirement.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be $1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

HMC shall furnish County with a certificate(s) of insurance evidencing the coverage required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting the insurance coverage shall give County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, HMC shall furnish a certificate(s) of insurance evidencing renewal of its coverage to County.

HMC shall require each and every Subcontractor performing work under this Agreement to maintain the same insurance coverage required of HMC in this Section, and upon the request of County, shall furnish County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverage herein required of HMC shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by County, HMC shall furnish evidence that the insurance company or companies being used by HMC meet the minimum requirements listed in this section.

Upon request by County, HMC shall furnish County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Agreement, HMC's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, HMC is required to notify County within thirty (30) days of any deviations from the minimum requirements presented in this section.

Assignment:

HMC may not assign this Agreement without the prior written consent of County.

Subcontracting:

HMC may not subcontract the work to be performed, without prior written consent of County. If such consent is granted, HMC will retain responsibility for all work associated with the Agreement.

Independent Contractor:

HMC shall in the performance of the Agreement at all times be an independent contractor and not an employee or agent of County. HMC, its officers, employees and agents shall at no time represent HMC to be other than an independent contractor or represent themselves to be other than employees of HMC.

Indemnity:

HMC shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of HMC or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Agreement.

Entire Agreement:

This Agreement constitutes the entire Agreement between the parties with respect to the terms of the Agreement, and there are no further written or oral understandings or Agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by Committee. This Agreement supersedes all other Agreements, oral or written, between the parties for the consulting services provided.

IN WITNESS WHEREOF, we, the contracting Parties hereto affix our signatures this 13th day of August 2010.

DEBRA J. HOUGHTALING, COUNTY CLERK SEAL SARPY COUNTY, NEBRASKA

(Seal)

Attest:

Debra Houghtaling

Sarpy County ~~Clerk~~

COUNTY OF SARPY, NEBRASKA,
A Body Politic and Corporate.

By: Jim Albrecht 8/3/2010
Chairman, Sarpy County Board
of Commissioners

Approved as to form and content:

By: _____
Deputy County Attorney

HEARTLAND MARKETING &
COMMUNICATION, INC.,
a Nebraska Corporation

Attest:

_____

By: _____

CERTIFICATE OF LIABILITY INSURANCE

OP ID NR

DATE (MM/DD/YYYY) 07/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Insurance Agencies
Heidi Vescio
1055 N 115 St Suite 208
Omaha NE 68154
Phone:402-492-8020 Fax:402-492-8022

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: HEART-1

INSURED
Heartland Marketing & Comm
704 West Mission Ave
Bellevue NE 68005

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance Company	22357
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	COMMERCIAL GENERAL LIABILITY			91SBABQ3304	12/01/09	12/01/10	EACH OCCURRENCE	$ 1000000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
	X Business Owners						MED EXP (Any one person)	$ 10000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
							BUILDING	164800
							PROPERTY	28400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SARPYC1

Sarpy County
1210 Golden Gate Dr Ste 1129
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heidi S. Vescio

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CERTIFICATE OF LIABILITY INSURANCE

OP ID NR

DATE (MM/DD/YYYY) 08/06/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
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CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
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PRODUCER CUSTOMER ID #: HEART-1

INSURED
Heartland Marketing & Comm
704 West Mission Ave
Bellevue NE 68005

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance Company	22357
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1000000
A	COMMERCIAL GENERAL LIABILITY			91SBABQ3304	12/01/09	12/01/10	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300000
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$ 10000
X	Business Owners						PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
A	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS			91SBABQ3304	08/06/10	12/01/10	PROPERTY DAMAGE (Per accident)	$
X	HIRED AUTOS							
X	NON-OWNED AUTOS							$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SARPYC1

Sarpy County
1210 Golden Gate Dr Ste 1129
Papillion NE 68046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heidi S. Vescio

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WORKERS COMPENSATION WAIVER

ALL EMPLOYERS MUST PROVIDE EVIDENCE OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE NEBRASKA WORKERS COMPENSATION ACT as required by §48-106 and 48-145 R.R.S. Nebraska 1943 as amended to date.

Generally, an employer with one or more employees must carry Workers Compensation insurance to cover those employees. An individual employer, partner, limited liability company member, self-employed person OR corporate executive officer owning 25% or more of the common stock is not required to be covered, but may elect to be covered if he/she is engaged in the business on a substantially full-time basis or is a qualifying corporate officer. If an individual employer etc. elects to be covered, he/she must file written notice of such election with his/her current Workers Compensation insurer. Also, every officer of a corporation, other than those described above, is considered to be an employee of the corporation. Non-profit corporate officers who receive annual compensation of one thousand dollars or less from the corporation are not considered employees unless they elect to be covered.

EACH BUSINESS SHOULD COMPLY WITH ONE OF THE FOLLOWING OPTIONS.

1) Obtain Workers Compensation Insurance. This is required if (1) the business has any employees, (2) the business is a sole proprietorship, partnership, or limited liability company and the individual owner, partner or limited liability company member has elected to be covered under the Nebraska Workers Compensation Act, or (3) the business is a corporation and any of the executive officers who own 25% or more of the common stock has elected to be covered under the Nebraska Workers Compensation Act.

2) A signed statement (see below) that the business is a sole proprietor, partnership, limited liability company or corporation that has no employees and that no individual owner, partner, limited liability company member or eligible corporate officer has elected to be covered under the Nebraska Workers Compensation Act.

BUSINESS NAME Heartland Marketing + Communications, Inc

PLEASE SIGN THE STATEMENT THAT APPLIES TO YOUR BUSINESS.

I am a sole proprietorship. I have no employees and I, as an individual employer, have not elected to be covered under the Nebraska Workers Compensation Act.

Signature of SOLE OWNER _____ Date _____

****

We are a partnership, we have no employees and we, as partners, have not elected to be covered under the Nebraska Workers Compensation Act.

Signature of PARTNER _____ Date _____

Signature of PARTNER _____ Date _____

****

We are a limited liability company, we have no employees and we, as limited liability company members, have not elected to be covered under the Nebraska Workers Compensation Act.

Signature of MEMBER _____ Date _____

Signature of MEMBER _____ Date _____

****

We are a corporation, we have no employees and no eligible corporate executive officer has elected to be covered under the Nebraska Workers Compensation Act.

Signature of OFFICER & TITLE [signature] Date 8-6-10

Signature of OFFICER & TITLE Rebecca Jungen Secretary Date 8-6-10

Signature of OFFICER & TITLE _____ Date _____

Signature of OFFICER & TITLE _____ Date _____