

**Mutual Aid Agreement Between  
Sacramento County Fire Agencies For  
All Hazard Emergency Response**

**THIS MUTUAL AID AGREEMENT** (“Agreement”) is made this 1<sup>st</sup> day of July 2013, by and between the following public agencies of the State of California located within the County of Sacramento:

- Cosumnes Community Services District
- Courtland Fire Protection District
- River Delta Fire Protection District
- City of Folsom
- City of Isleton
- City of Sacramento
- Sacramento Metropolitan Fire District
- County of Sacramento Airport System
- Wilton Fire District
- Herald Fire Protection District
- Walnut Grove Fire Protection District

Each of the above agencies may be referred to in this Agreement as a “**Party**” and collectively as the “**Parties**” or “**Agencies**”.

**WITNESSETH**

**WHEREAS**, each of the Parties hereto has an interest in achieving an All-Hazards response to emergency incidents and more specifically the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and

**WHEREAS**, each of the Parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in the control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and

**WHEREAS**, in the event of a major fire, disaster or other emergency, a Party may need the assistance of the one or more of the other Parties to provide supplemental fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and

**WHEREAS**, each Party is recognized as having the necessary equipment and personnel available to enable it to provide such services to the other Parties in the event of such a major fire, disaster, or other emergency; and

**WHEREAS**, the jurisdictions of each Party are located in such a manner as to allow each Party to render mutual assistance to the other Parties in accordance with Sections 13863 and 13877 of the Health and Safety Code and Section 55632 of the Government Code; and

**2013-0424**

**WHEREAS**, each of the Parties has determined that it is in the best interests of each Party to set forth guidelines for providing mutual assistance in the case of a major fire, disaster or other emergency; and

**WHEREAS**, in addition to providing mutual assistance, employees of a Party may desire to volunteer for another Party to allow employees of the other Party to attend funeral, parades and other special events; and

**WHEREAS**, the Parties wish to allow employees to do so pursuant to the terms and conditions contained in this Agreement.

### **DEFINITIONS**

The following definitions are hereby included to assist in the interpretation and implementation of this agreement:

- a. **“Emergency”** is defined as a potentially life threatening or property damaging event including, but not limited to, structure fires, vegetation fires, vehicle fires, basic and advanced life support, rescues, hazardous material releases, aircraft emergencies and other types of incidents that the agencies respond to when dispatched by SRFECC.
- b. **“Jurisdictional Agency”** is the fire department or fire district having legal responsibility for emergency response to an incident.
- c. **Mutual Aid”** refers to the California Disaster and Civil Defense Master Mutual Aid Agreement, made and entered into by and between the State of California, its various departments and agencies, and the various political subdivisions of the state, to facilitate implementation of the purposes of Section 8668 of the California Emergency Services Act.
- d. **“Specialized Agency Resources”** is defined as those agency resources that are exclusive and not available within each jurisdiction. Examples include, but are not limited to, helicopters, dozers, hazardous material units, boats and specialized rescue equipment.
- e. **“SRFECC”** is the acronym that describes the Sacramento Regional Fire/EMS Communication Center, the joint power authority that dispatches all agencies to emergency incidents.

### **TERMS**

#### **1. PURPOSE**

The stated purpose of the Agreement is to provide mutual aid assistance to the Parties for control of fire, fire prevention, fire investigation, emergency medical services, hazardous materials control, water rescue, technical rescue, and/or other emergency support; and in the event of a major fire disaster or other emergency. Pursuant to the terms and conditions set forth below, the Parties agree to endeavor to cooperatively provide an appropriate, consistent and efficient full service emergency medical services system without regard to jurisdictional boundaries.

**2. MUTUAL AID PROVISION**

When requested by a Party, one or more of the other Parties shall respond with appropriate staffing and equipment to provide assistance with fires of all types and other emergencies of all types within the jurisdiction of the Party requesting assistance (“**Mutual Aid**”). The Party requesting Mutual Aid in a particular incident shall be the “**Requesting Party**”. Any Party providing Mutual Aid in a particular incident shall be the “**Responding Party**”. All Mutual Aid shall be provided within the limits of County of Sacramento and any lands that are within the jurisdiction of any of the Parties.

**3. LIMITATIONS ON RESPONSES**

Each Party’s obligation hereunder shall be expressly contingent upon its staffing and equipment availability and financial limitations, as well as existing fire conditions within the jurisdiction of that Party, as determined in its sole and absolute discretion. Each Party’s response under this Agreement may not interfere with the Responding Party’s responsibility or ability to respond to emergencies or other calls within its own jurisdiction. Each Party shall endeavor to notify the other Parties in advance when it knows that its equipment or staffing will not be available to respond within the jurisdiction of the other Parties.

**4. SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER (SRFECC)**

Any Party wishing to request Mutual Aid shall communicate its request to the Sacramento Regional Fire/EMS Communications Center (“**SRFECC**”). Mutual Aid requests shall be processed through the SRFECC in accordance with the policies and procedures agreed to by the member agencies of the SRFECC.

**5. COMMAND RESPONSIBILITY AT EMERGENCY SCENE**

Whenever a Responding Party provides Mutual Aid, incident command and operational organization shall follow the National Incident Management System (N.I.M.S.) and Incident Command System (I.C.S.) doctrine. If the Incident Commander (as defined by N.I.M.S and I.C.S. doctrine) specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation.

**6. INCIDENT COMMUNICATION**

For command and control effectiveness, as well as incident safety, Mutual Aid incident communication shall utilize voice radio on the assigned tactical frequency assigned by the SRFECC, or the communications center coordinating the incident (e.g., Cal Fire, Solano County, etc...).

**7. INCIDENT SAFETY**

It is the responsibility of the Incident Command (as defined by N.I.M.S and I.C.S. doctrine) to ensure a safety plan is developed for each incident where Mutual Aid is provided.

**8. INCIDENT PUBLIC INFORMATION**

Public information messaging and dissemination shall be in accordance with N.I.M.S. doctrine.

**9. LIABILITY**

Each party agrees to protect, save harmless, indemnify, and defend the other, its governing body, officers, agents, and employees from any and all loss, damage or liability (including injury and death), including without limitation, all reasonable legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by a party hereto, its governing body, officers, agents and employees, caused by, arising out of, or in any way connected with the respective responsibilities and duties hereby undertaken, except that each party shall bear the proportionate cost of any damage attributable to the fault of that party, its governing body, officers, agents, contractors, and employees. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be followed.

This indemnity shall survive the completion, cancellation or termination of the Agreement.

**10. POST RESPONSE RESPONSIBILITY**

Upon completion of the rendering of Mutual Aid, such assistance and help as is necessary will be given by the Parties to locate and return any items of equipment to the Party owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel.

**11. COMPENSATION**

Each Party agrees that it will not seek from the other Party compensation for services rendered under this Agreement for the first 12 hours of each individual incident requiring Mutual Aid. Should services be extended beyond 12 hours, the Responding Party shall be reimbursed for equipment and staff in accordance with the provisions contained within the then most current version of the California Fire Master Mutual Aid Agreement. Each Party shall at all times be responsible to its own employees for the payment of wages and any and all forms of other compensation.

**12. INSURANCE**

Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property (apparatus and equipment), and business automobile liability adequate to cover its potential liabilities hereunder. Each party is responsible for its own self-insured retentions and deductibles. Each party agrees to provide the other parties thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of the Agreement.

### **13. AGENCY REPRESENTATIVE**

Each Party shall designate an employee or officer (each a “**Agency Representative**”) to act as its representative for the performance of this Agreement. This election shall be made in a writing sent to the other Parties and may be modified in writing from time to time. Each Agency Representative shall have the power to act on behalf of their respective Party for all purposes under this Agreement. If any Party fails to designate an Agency Representative or the designee is otherwise incapacitated or unavailable, that Party’s Fire Chief or his or her designee shall serve as the Agency Representative until such time, if ever, as another employee or officer is designated.

### **14. PRE-INCIDENT PLANNING**

The Agency Representatives of the Parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problem areas where Mutual Aid may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction.

### **15. TRAINING STANDARDS**

Notwithstanding Section 14, each Party warrants that it’s training and operational standards are at least as restrictive as those typically and customarily employed by fire departments throughout California, including, but not limited to, applicable wildland training standards. Each Party further warrants that all equipment, including, but not limited to, vehicles, shall be operated by staff with the applicable and appropriate valid licensing. Pursuant to Section 10, each Party shall indemnify and hold harmless the other Parties for any liability related to the Party’s failure to meet and maintain these standards.

### **16. SPECIALIZED AGENCY RESOURCES**

Parties agree that specialized agency resources are not subject to the terms of this agreement. Said resources may be made available pursuant to call when needed as determined by the **Responding Party** or through contract for services between agencies outside the terms of this agreement.

### **17. TERMINATION**

Any of the Parties hereto may withdraw from this Agreement by giving thirty-(30) calendar days’ notice in writing of such withdrawal to the other Parties.

If any Party defaults in the performance of any of the terms or conditions of this Agreement (“**Breaching Party**”), it shall have ten (10) days after service upon it of written notice of such default in which to cure the default. In the event that the Breaching Party fails to cure its default within such period of time, the other Parties shall have the right to terminate this Agreement with respect to the Breaching Party without further notice and without prejudice to any other remedy to which they may be entitled by law or in equity. The decision of one of the Parties to terminate the Agreement with respect to the Breaching Party shall be

sufficient to involuntarily withdraw the Breaching Party from the Agreement. The failure of the Parties to object to any default in the performance of the terms and conditions of this Agreement shall not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

**18. AGREEMENT NOT EXCLUSIVE**

This Agreement does not prevent and shall not be deemed to impair any Party's right to enter into additional aid agreements as that Party deems necessary and proper.

**19. THIRD PARTY RIGHTS**

The Parties agree that the provisions of this Agreement are not intended to create or clarify any rights in third parties not a party to this Agreement. In addition, no third party shall have any right of action hereunder. This Agreement shall not be enforceable by any parties other than the Parties.

**20. PRIVILEGES AND IMMUNITIES**

Any and all privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.

**21. INDEPENDENT CONTRACTOR STATUS**

Each Party shall pay all wages, salaries, and other amounts due to their own personnel in connection with any and all services under this Agreement and as required by law. Each Party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one Party shall not be deemed employees of any other Party for any purpose.

**22. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written agreement signed by all Parties.

**23. GOVERNING LAW**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Sacramento County Superior Court.

**24. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the successors and assigns of the Parties.

**25. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

**26. SEVERABILITY**

In the event that any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision or portion shall be severable from this Agreement, Such invalidity, illegality or unenforceability shall not be construed to have any effect on the validity, legality or enforceability of the remaining provisions or portions of this Agreement.

**27. AUTHORITY TO ENTER AGREEMENT**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**END**

**[Signature page follows]**

**PARTY: CITY OF SACRAMENTO**

A Municipal Corporation

By: Ray S. Jones

Print name: Ray Jones

Title: Fire Chief

For: John Shirey, City Manager

APPROVED TO AS FORM:  
Ann Hong

City Attorney

ATTEST:  
Shirley Concolino  
City Clerk 5-9-13

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

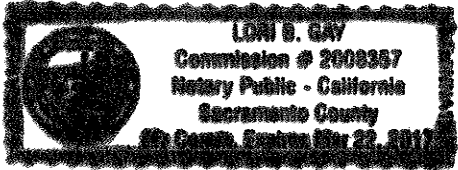
State of California )  
County of Sacramento )

On May 17, 2013 before me, Lori B. Gay, Notary Public, personally appeared

Ray S. Jones, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~)is 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 Lori B. Gay (Seal)





**PARTY: SACRAMENTO METROPOLITAN FIRE DISTRICT**

By:   
KURT P. HENKE, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

State of California )  
County of Sacramento )

On June 11, 2013 before me, Jarce Donnelly Parker Notary Public, personally appeared

Kurt P. Henke, 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 Jarce Donnelly Parker (Seal)



**PARTY: COSUMNES COMMUNITY SERVICES DISTRICT**

By: Tracey Hansen  
TRACEY HANSEN, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

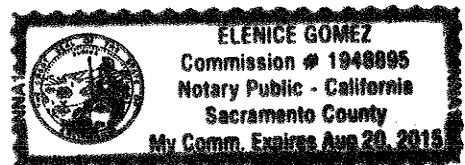
State of California )  
County of Sacramento )

On June 12, 2013 before me, Elenice Gomez, Notary Public, personally appeared

Tracey Michelle Hansen, 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 [Signature] (Seal)



**PARTY: SACRAMENTO COUNTY DEPARTMENT OF AIRPORTS**

By:   
John Wheat, Director of Airports

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Diane E. McEl Date: 5-24-13  
Diane McElhern, Deputy County Counsel

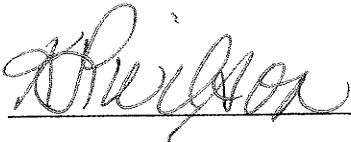
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State of California )  
 )  
County of )

On May 24 2013 before me, K. L. WILSON, Notary Public, personally appeared JOHN WHEAT, 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  (Seal)



**PARTY: CITY OF FOLSOM**

A Municipal Corporation

7-31-2013  
Date for Elain Ar  
Evert W. Palmer, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Saunders 7/31/13  
Christa Saunders, City Clerk Date

James Francis 7/26/13  
James W. Francis, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Ronald A. Phillips 7/25/13  
Ronald A. Phillips, Fire Chief Date

Bruce C. Cline 7/31/13  
Bruce C. Cline, City Attorney Date



**PARTY: CITY OF ISELTON**

By:   
Scott Baroni, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

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State of California )  
County of Sacramento )

On July 25, 2013 before me, Janice Donnelly Parker Notary Public, personally appeared

Scott Anthony Baroni, 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  (Seal)



**PARTY: COURTLAND FIRE PROTECTION DISTRICT**

By: David Welch  
David Welch, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

A certificate of acknowledgment in accordance with the provisions of California Civil Code Section 1189 must be attached for each person executing this agreement on behalf of the User. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

State of California )  
County of Sacramento )

On July 25, 2017 before me, Janice Donnelly Parker, Notary Public, personally appeared

David Ray Welch, 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 Janice Donnelly Parker (Seal)



**PARTY: RIVER DELTA FIRE PROTECTION DISTRICT**

By: Stanford Simi  
Stan Simi, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

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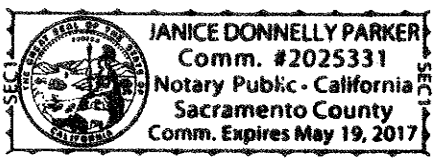
State of California )  
County of Sacramento )

On July 25, 2013 before me, Janice Donnelly Parker, Notary Public, personally appeared

STANFORD ALFRED SIMI, 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 Janice Donnelly Parker (Seal)



**PARTY: HERALD FIRE PROTECTION DISTRICT**

By: *Chris L. McGranahan*  
Chris McGranahan, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

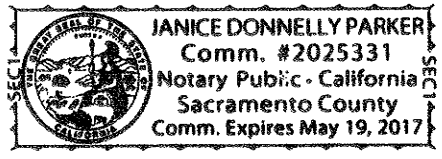
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State of California )  
County of *Sacramento* )

On *July 25 2013* before me, *Janice Donnelly Parker*, Notary Public, personally appeared *Chris Leroy McGranahan*, 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 *Janice Donnelly Parker* (Seal)





**PARTY: WALNUT GROVE FIRE PROTECTION DISTRICT**

By: *David J. Robinson*  
David J. Robinson, ASSISTANT FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

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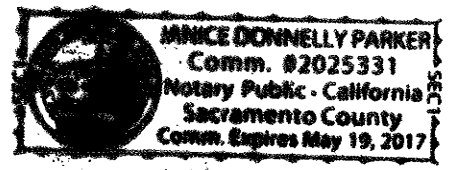
State of California )  
County of *Sacramento* )

On *June 21, 2013* before me, *Jance Donnelly Parker*, Notary Public, personally appeared

*David John Robinson*, 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 *Jance Donnelly Parker* (Seal)



**PARTY: WILTON FIRE PROTECTION DISTRICT**

By:   
Tom Dark, FIRE CHIEF

**NOTICE: SIGNATURE(S) ON BEHALF OF USER MUST BE NOTARIZED.**

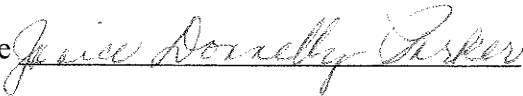
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State of California )  
 )  
County of Sacramento )

On June 24, 2013 before me, Janice Donnelly Parker Notary Public, personally appeared

Thomas Richard Park, 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  (Seal)

