



## AGENDA REPORT

**Meeting Date:** June 21, 2016

**Item Number:** E-24

**To:** Honorable Mayor & City Council

**From:** Trish Rhay, Assistant Director of Public Works Services  
Josette Descalzo, Environmental Compliance and Sustainability  
Programs Manager

**Subject:** AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ADS CORP TO PROVIDE THE CITY OF BEVERLY HILLS WITH MAINTENANCE AND REPAIR OF SEWER FLOW MONITORING EQUIPMENT & WASTEWATER SAMPLING AND DATA ANALYSIS; AND  
  
APPROVAL OF A PURCHASE ORDER WITH ADS CORP FOR AN AMOUNT NOT TO EXCEED \$204,324.30

**Attachments:** 1. Agreement

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### **RECOMMENDATION**

Staff recommends that the City Council move to approve an agreement with ADS Corp (ADS) to continue providing maintenance and repair services for sewer flow monitoring equipment, monthly wastewater sampling and data analysis for three years, to the Wastewater Utility in the amount not to exceed \$204,324.30, commencing July 1, 2016, through June 30, 2019.

### **INTRODUCTION**

ADS assists many municipalities throughout the Los Angeles County, including the City of Santa Monica, by providing flow monitoring and data analysis services. This three (3) year agreement will allow ADS to continue to assist the City with flow monitoring compliance requirements and compiling the necessary information to ensure that the City is appropriately paying for its proportional share of the costs for wastewater treatment to the City of Los Angeles

### **DISCUSSION**

The City contracts with the City of Los Angeles to treat the City's wastewater at the Hyperion Treatment Plant. The City's charges are calculated from quarterly submittals

to the City of Los Angeles detailing the City's wastewater flow and strength of biological oxygen demand (BOD) and total suspended solids (TSS).

Since 2002, ADS has assisted the City in compiling this information by providing the measuring equipment, software and flow and water quality reports to the City of Los Angeles. The City has continued to benefit from these services by being appropriately charged for wastewater treatment by the City of Los Angeles.

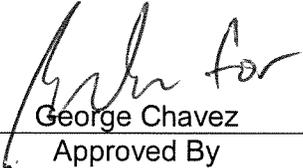
This is a three-year agreement that allows the City to utilize the vendor's current services and upgrade the existing flow monitoring systems without increasing the monthly rate from the previous agreement in 2014. The agreement also sets the rate for two additional one-year terms if executed by the City. Additionally, the agreement includes \$10,000 to cover additional as-needed services beyond the standard maintenance.

Beverly Hills Municipal Code Section 3-3-204 authorizes the City to enter into an agreement without undertaking a public bidding process if compliance with the purchasing procedures would be contrary to the best interests of the City. If the City were to seek other vendors to provide the same services, the City would lose the experience and specialized skills of ADS to report flow and water quality testing to the City of Los Angeles for proper wastewater treatment billing. The City would also lose the benefit of upgrading the flow monitoring systems without incurring significant additional costs.

Staff recommends that the City Council waive the bidding requirements as outlined in the Beverly Hills Municipal Code, approve a three-year agreement with ADS Corp and move to approve a Purchase Order in the amount of \$204,324.30 for the flow monitoring, water quality testing and wastewater reporting requirements by the City of Los Angeles.

**FISCAL IMPACT**

These funds are available and budgeted for in Fund 84, the Wastewater Enterprise Fund.

  
George Chavez  
Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ADS CORP TO PROVIDE THE CITY OF BEVERLY HILLS WITH  
MAINTENANCE AND REPAIR OF SEWER FLOW MONITORING  
EQUIPMENT & WASTEWATER SAMPLING AND DATA  
ANALYSIS

NAME OF CONTRACTOR: ADS CORP

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Hal Kimborough, President

CONTRACTOR'S ADDRESS: ADS Corp  
4820 Mercury Street, Suite C  
San Diego, CA 92111  
Attention: Joseph Goustin, Treasurer

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: George Chavez, Assistant City  
Manager/Director of Public Works Services

COMMENCEMENT DATE: July 1, 2016

TERMINATION DATE: June 30, 2019  
unless extended pursuant to Section 2 of  
the Agreement

CONSIDERATION: Not to exceed \$204,324.30 for monthly fees  
and additional services required by CITY  
and based on the rates set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND  
ADS CORP FOR TO PROVIDE THE CITY OF BEVERLY HILLS  
WITH MAINTENANCE AND REPAIR OF SEWER FLOW  
MONITORING EQUIPMENT & WASTEWATER SAMPLING &  
DATA ANALYSIS

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and ADS CORP, (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon the Commencement Date or upon a written receipt of a notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation

CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein, based on the rates set forth in Exhibit B.

(b) Expenses

The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. CITY may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CITY shall pay CONTRACTOR said Consideration in accordance with the method and schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s)

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years. CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 18. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded

Section 19. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 21. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 22. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 23. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JOHN A. MIRISCH  
Mayor

ATTEST:

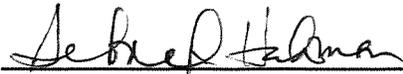
\_\_\_\_\_(Seal)  
BYRON POPE  
City Clerk

CONTRACTOR: ADS CORP.

  
\_\_\_\_\_  
JOSEPH GOUSTIN  
Treasurer

[Signatures continue]

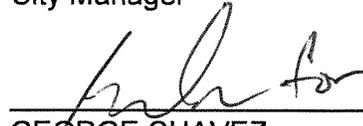
APPROVED AS TO FORM:



LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

  
\_\_\_\_\_  
GEORGE CHAVEZ  
Assistant City Manager/Director of Public Works  
Services

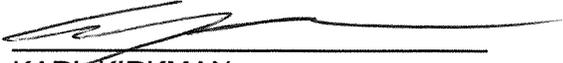
  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

EXHIBIT A  
SCOPE OF WORK

**I. SEWER FLOW MONITORING EQUIPMENT UPGRADE, MAINTENANCE & REPAIR**

A. CONTRACTOR shall upgrade five flow meters to Triton 3G wireless meters at the following CITY locations:

- BC-01 – Benedict Canyon at Leona
- LC-01 – 300 Block of La Cienega north of Olympic;
- WH-01– 8800 West Whitworth west of Robertson;
- GR-01 – 8701 Gregory at Hamel and Shenandoah;
- AZ-01 - Gregory at Arnaz and Wooster.

B. CONTRACTOR shall perform the following preventative maintenance and repair services to keep, operate and maintain the Sewer Flow Monitoring Equipment ("Equipment") at the following CITY locations:

- BC-01 – Benedict Canyon at Leona
- LC-01 – 300 Block of La Cienega north of Olympic;
- WH-01– 8800 West Whitworth west of Robertson;
- GR-01 – 8701 Gregory at Hamel and Shenandoah;
- AZ-01 - Gregory at Arnaz and Wooster.

1. Remote diagnostic check-out of all Equipment using CONTRACTOR's most current procedures and programs from its facilities in San Diego or other service locations, by use of telephone lines;
2. Repair and preventative maintenance services necessary to keep the Equipment operating in accordance with the manufacturer's design specification. These services shall be performed at CONTRACTOR's facilities located in San Diego or at other service locations;
3. Mail to CITY a Statement of Repair Services for services performed or diagnostics run when the service is performed;
4. Once per year, on average, conduct a site visit to each location indicated in this Exhibit A to perform an in-situ hydraulic confirmation and a physical confirmation of the sensor readings. All such findings shall be reported, in writing, to CITY.

C. Regular Preventative Maintenance of Equipment Schedule. Regular maintenance of locations BC-01 (Benedict Canyon at Leona), LC-01 (300 block of La Cienega north of Olympic), WH-01 (8800 West Whitworth west of Robertson), GR-01 (8701 Gregory at Hamel & Shenandoah), and AZ-01 (Gregory at Arnaz and Wooster) occurs once per quarter. Quarters begin as follows: January 1, April 1, July 1, and October 1. In each of

these quarters a site visit is to be made to each individual site to perform an in-situ hydraulic calibration and a physical confirmation of the sensor readings.

## II. WASTEWATER MONITORING DATA ANALYSIS, REPORTING AND SAMPLING

A. CONTRACTOR shall perform the following wastewater monitoring, data analysis, reporting and sampling services:

1. Data Collection, on a weekly basis CONTRACTOR shall provide remote wastewater flow data collections.
2. Data Editing and Analysis. A trained data analyst shall perform a review of the collected data on a weekly basis and compile the data monthly for characteristic changes in the wastewater flow.
3. Data Reporting. The wastewater data shall be reported to CITY on a monthly basis and shall include the following:
  - Monthly Sampling and Quantification Summary Sheet;
  - Chain of Custody;
  - Laboratory Results;
  - Monthly Hydrographs and Tabular Reports with Final Quantities at 15 minute increments;
  - Deliver electronic flow data to Susan Rocha, P.E. at the City of Los Angeles.
4. Wastewater Sampling. Provide wastewater sampling services for locations: GR-01, WH-01, LC-01 and BC-01 identified in Exhibit A.

CONTRACTOR shall provide sampling services consisting of one composite sample per month at the locations listed in this paragraph. The samples shall be flow proportioned and will be collected over a 24-hour period of time. The samples shall be analyzed by a laboratory that has been certified as an environmental testing laboratory pursuant to the provisions of the California Environmental Laboratory Improvement Act of 1988 (Health and Safety Code, Division 1, Part 2, Chapter 7.5, commencing with Section 100825. The sampling data shall be reported in writing to CITY by CONTRACTOR on a monthly basis.

### III. ADDITIONAL SERVICES

The following equipment and services are excluded from the monthly fees set forth in Exhibit B of the Agreement. CITY shall compensate CONTRACTOR for such additional services requested by CITY in writing based on the rates set forth in Exhibit B of the Agreement.

1. Work performed on communication lines external to the Equipment;
2. Changes or alterations in specifications that result in increased cost, except those approved in writing by both parties;
3. Painting or refinishing Equipment or furnishing materials thereof;
4. Installation, moving, or removing of Equipment unless required as part of the repair process;
5. Repairs made necessary by the negligence of CITY, its employees, agents, contractors or invitees;
6. Repairs made necessary due to attempts by CITY to repair or maintain the Equipment unless authorized by CONTRACTOR;
7. Maintenance and repairs to Equipment at locations not specifically identified in Exhibit A, if approved in writing by both parties.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

**I. SEWER FLOW MONITORING EQUIPMENT UPGRADE, MAINTENANCE AND REPAIR; PREVENTATIVE MAINTENANCE, WASTEWATER MONITORING, DATA ANALYSIS, REPORTING AND SAMPLING MONTHLY FEES.**

CITY shall compensate CONTRACTOR for the satisfactory performance of the work described in Section I and II of Exhibit A of this Agreement in an amount not to exceed One-Hundred Eighty Three Thousand Nine Hundred and Three Dollars (\$183,903.12) including reimbursable expenses at the following monthly costs:

- BC-01 - Benedict Canyon at Leona, Monthly: \$1,093.95
- LC-01 - 300 Block of La Cienega north of Olympic: \$1,093.95
- WH-01- 8800 West Whitworth west of Robertson: \$1,093.95
- GR-01 - 8701 Gregory at Hamel and Shenandoah: \$1,093.95
- AZ-01 - Gregory at Arnaz and Wooster: \$732.62

TOTAL MONTHLY COST FOR ALL LOCATIONS: \$5,108.42  
TOTAL ANNUAL COST FOR ALL LOCATIONS: \$61,301.04  
TOTAL COST FOR 3-YEARS AGREEMENT: \$183,903.12

**II. ADDITIONAL SERVICES (SECTION III OF EXHIBIT A).**

Not to exceed Ten Thousand Dollars (\$10,000) throughout the 3-year term and, if extended, two additional 1-year extensions of the agreement.

**III. IF THE AGREEMENT IS EXTENDED BY CITY, MONTHLY RATE INCREASES TO TWO (2) PERCENT FOR THE TWO ONE (1) YEAR EXTENSIONS.**

TOTAL MONTHLY COST FOR ALL LOCATIONS: \$5,210.59  
TOTAL COST FOR TWO ONE (1) YEAR EXTENSION: \$10,421.18

TOTAL NOT TO EXCEED FOR ALL SERVICES AS REQUIRED UNDER THE CONTRACT: \$204,324.30

**IV. PAYMENT SCHEDULE**

CONTRACTOR shall submit an itemized statement to the CITY for its services performed, which shall include documentation setting forth in detail a description of the services rendered. Upon approval of work, CITY shall pay CONTRACTOR the amount of such undisputed billing within thirty (30) days of receipt of same.



**EXHIBIT C**  
**CERTIFICATE OF INSURANCE**

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

B.

C.

ADDRESS

COMPANY (A. B. C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	<u>LIMITS</u> P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKERS' COMPENSATION <input type="checkbox"/>					

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CONTRACTOR agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CONTRACTOR's officers, employees, agents or others employed by CONTRACTOR while engaged by CONTRACTOR in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

RM02.DOC REVISED 10/14/96.

**ADS CORP.**

**ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

The undersigned, being all of the directors of ADS CORP., a Delaware corporation (the "Corporation"), do hereby consent that the annual meeting of directors of the Corporation be dispensed with, for the purposes hereof, and do hereby take the following action by written consent, pursuant to the provisions of Section 141(f) of the General Corporation Law of the State of Delaware:

Adoption of the following resolution:

**Election  
of Officers**

**RESOLVED**, that the following persons shall serve as officers of the Corporation in the position(s) set forth opposite their names below until the next meeting of the Board of Directors following the next annual meeting of stockholders and until their successors have been duly elected and have qualified:

Florian Pfefferle	-	Chairman and President
Hal R. Kimbrough	-	Vice President
Vickie A. Gesellschap-		Assistant Secretary
Frank J. Notaro	-	Vice President and Secretary
Craig T. Boyd	-	Vice President and Assistant Secretary
Joseph J. Goustin	-	Treasurer and Assistant Secretary
Gerald F. Carter	-	Assistant Treasurer
Teresa A. Ellis	-	Assistant Treasurer and Assistant Secretary

**Signing Authority**

**RESOLVED**, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Segment/Group Executive/President be, and hereby is, authorized to sign any contract for any IDEX Subsidiary within his or her Segment/Group; and be it further

**RESOLVED**, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Segment/Group Vice Presidents, Segment/Group Controllers and Segment/Group Director Level Personnel be, and hereby are, authorized to sign any routine contract within the normal scope of his or her duties and responsibilities for any IDEX Subsidiary within his or her Segment/Group; and be it further

**RESOLVED**, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Unit Presidents, Managing Directors, and General Managers be, and hereby are, authorized to sign any contract for any IDEX Subsidiary within his or her Unit; and be it further

**RESOLVED**, that subject to IDEX Delegation of Signing Authority and IDEX Corporate Policies, the Unit Vice Presidents, Unit Controllers and Unit Director Level Personnel be, and hereby are, authorized to sign any routine contract within the scope of his or her normal duties and responsibilities for any IDEX Subsidiary within his or her Unit; and be it further

**RESOLVED**, that subject to IDEX Delegation of Authority and IDEX Corporate Policies, the Elected Officers of an IDEX Subsidiary be, and hereby are, authorized to sign any contract for such IDEX Subsidiary.

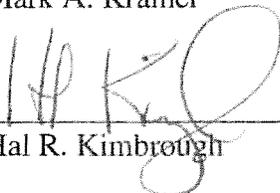
Counterpart  
Signatures

**RESOLVED**, that this Action may be executed (1) in one or more counterparts, each of which is deemed an original and all of which taken together constitute one and the same instrument, and (2) by a director using a facsimile signature, in which case the other directors and the Corporation are entitled to rely on such facsimile signature as conclusive evidence that this Action has been duly executed by such director.

Dated: As of March 2, 2015

  
\_\_\_\_\_  
Florian Pfefferle

  
\_\_\_\_\_  
Mark A. Kramer

  
\_\_\_\_\_  
Hal R. Kimbrough