

AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH
AND

(Program No. _____)

FOR PROGRAM YEAR 2012/13
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

THIS AGREEMENT, made and entered into by and between the **CITY of HUNTINGTON BEACH** a municipal corporation, hereinafter referred to as "City", and _____ hereinafter referred to as "Subrecipient".

RECITALS

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the City wishes to engage the Subrecipient to assist the City in utilizing such funds; and

WHEREAS, the City has environmental clearance to release the funds for this project;

NOW, THEREFORE, in consideration of these recitals, and the mutual covenants contained herein, City and Subrecipient agree as follows:

1) National Objective

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefit to low/moderate income persons as defined in 24 CFR Part 570.208.

The Subrecipient shall adhere to the terms of the City's CDBG Application and Subrecipient Agreement and with assurances and agreements made by the City to the United States Department of Housing and Urban Development.

2) Subrecipient Grant Amount and Scope of Work

The City has allocated Federal 2012/2013 CDBG funds in the amount of _____ to the Subrecipient to assist with the program costs for activities described in the Scope of Work (Attachment 1).

3) Time of Performance

The services described above are generally provided on a weekly basis to eligible persons. Reimbursable activities per this Grant Agreement may begin on October 1, 2012 and shall end on September 30, 2013.

4) **Personnel Assigned**

Subrecipient personnel assigned to carry out the Scope of Work shall, if required by the standards of their profession, maintain all licenses and permits necessary to remain in compliance with State and Federal requirements governing the profession. The City shall be notified of all personnel assigned to carry out the Scope of Work and shall be notified if there is a change in personnel.

5) **Levels of Performance**

The Subrecipient agrees to provide the levels of program service as described in the Scope of Work (Attachment 1).

6) **Budget**

The budget (Attachment 2) as proposed in the Subrecipient Grant application shall be the governing budget for this grant agreement and is incorporated herein by reference unless modified and approved in writing by the City prior to this agreement.

In addition, the City may request a more detailed budget breakdown than originally proposed and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Both the City and Subrecipient must approve any amendments to the budget in writing.

7) **Project Schedule/Milestones**

Services of the Subrecipient shall start no sooner than on the first day of October 2012 and end on the thirtieth day of September 2013.

Every effort shall be made by the Subrecipient to expend the allocated funds in their entirety by September 30, 2013. If the Subrecipient does not expend all funds by September 30, 2013, the City may reallocate the funds not yet drawn to another eligible CDBG project.

8) **Compensation and Method of Payment**

The City shall reimburse the Subrecipient with CDBG funds for program costs related to eligible services to not exceed the grant amount for the period beginning October 1, 2012 and ending September 30, 2013.

The City shall not provide any payments/reimbursements in advance of actual expenditures by the Subrecipient. Funding is contingent upon the City receiving Community Development Block Grant funds from HUD.

The Subrecipient shall submit to the City a "Reimbursement Request" within thirty (30) calendar days after the end of the first three quarters. The reimbursement request for the fourth quarter is due by the October 15, 2013. The reimbursement requests shall include documentation to verify that the expenditure of funds is consistent with the project description/definition as approved. Prior to reimbursing the Subrecipient, the City will verify that the Subrecipient has met all applicable regulations for the project.

Payroll records, receipts, paid invoices including an itemized statement of all costs are samples of appropriate methods of reimbursement documentation. The Activity Report

(Section 11) is due at the same time as the reimbursement request.

The Subrecipient may request reimbursement of up to one fourth (1/4) of the grant amount for the following quarterly periods, unless receipts and appropriate documentation can be provided to, and approved by, the City indicating the need to request funds greater than one fourth (1/4).

1st Quarter - 10/12 through 12/12

2nd Quarter - 01/13 through 03/13

3rd Quarter - 04/13 through 06/13

4th Quarter - 07/13 through 09/13

9) Program Income

The Subrecipient shall report to the City any interest or other income earned as a direct result of the use of Federal CDBG funds for the program outlined within this agreement. All reported program income may be retained by the Subrecipient for services in connection with providing housing, utilities, funds for medications, computer training and food to the homeless or those who are at risk of homelessness. All provisions of this Agreement shall apply to these activities. The program income, retained by the Subrecipient, must be expended before additional funds are requested from the City. Any program income on hand when the Agreement expires or received after the Agreement's expiration shall be paid to the City. The requirements are set forth in the Code of Federal Regulations, Title 24, Section 570.504(c).

10) Record Keeping Requirements

The Subrecipient shall, at minimum, maintain the following records and reports to assist the City in complying with its record keeping requirements.

- a) Documentation of the income level, ethnicity, age of persons and/or households participating in or benefiting from the Subrecipient's program;
- b) Documentation of the number of persons and/or households participating in or benefiting from the Subrecipient's program;
- c) Documentation of all CDBG funds received from the City;
- d) Documentation of expenses as identified in the quarterly report and reimbursement requests;
- e) Documentation of how and when a determination was made as to the eligibility status of persons assisted, and
- f) Any such other related records as the City shall require.

The Subrecipient shall maintain separate accounting records for the Federal CDBG funds provided by the City. The City, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers and records maintained by the Subrecipient which directly pertain to the above project for the purpose of audit, examination, excerpts and transcriptions.

11) Reporting Requirements

The Subrecipient shall submit "Quarterly Activity Reports" at the same time as the reimbursement request within thirty (30) calendar days of the end of the first three quarters. The final quarterly report is due no later than October 15, 2013. Quarterly reports shall be provided by the Subrecipient to the City indicating the number of persons assisted, income and ethnicity of persons assisted, how/what assistance was provided, and a description of how and when determination of eligibility status was made for persons assisted. The report must include sufficient information to assist the City in monitoring the Subrecipient's performance. The Subrecipient must demonstrate satisfactory performance prior to reimbursement for expenditures.

12) Public Access to Program Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

13) Records Retention

Unless otherwise notified by the City, the Subrecipient shall retain all financial records, supporting documents and statistical reports related to the project identified under this Agreement until September 30, 2018. All records subject to an audit finding must be retained for five (5) years from the date the finding is made or until the finding has been cleared by appropriate officials and the Subrecipient has been given official written notice.

14) Grant Closeout Procedures

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

15) Uniform Administrative and Program Management Standards

The Subrecipient shall comply with applicable Uniform Administrative Requirements as described in Section 570.502 of the federal regulations for the CDBG Program. The Federal requirements are incorporated herein by reference.

16) Use and Reversion of Assets

Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. The Subrecipient shall be required to use any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds

in excess of \$25,000 as follows:

- a) Used to meet one of the National Objectives in 24 CFR, Section 570.208 until five (5) years after expiration of this Agreement; or,
- b) Disposed of in a manner that results in the City being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditure of non-CDBG funds for acquisition or improvement to the property, Reimbursement is not required after the period of time specified in paragraph (a) of this section.

17) Real Property

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 580.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

In all cases in which equipment acquired, in whole or in part, with funds under this Agreement, is sold, the proceeds shall be (program income) prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

18) Other Program Requirements

Reserved.

19) Suspension and Termination

In accordance with Title 24, Sections 85.43 and 85.44 of the Code of Federal Regulations, this Agreement may be suspended or terminated if the Subrecipient fails to comply with any term(s) of the award and/or the award is terminated for convenience. Title 24, Sections 85.43 and 85.44 of the Code of Federal Regulations are incorporated herein by reference as provisions of the Agreement.

20) Compliance with Laws and Regulations

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K (Attachment 3), except that:

- a) The Subrecipient will not assume the City's environmental responsibilities as described on Section 570.604; and
- b) The Subrecipient will not assume the City's responsibility for initiating the review process required under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

21) Antidiscrimination/Affirmative Action & Equal Employment Opportunity

The Subrecipient shall comply with all State and Federal laws regarding nondiscrimination in the provision of services and the equal opportunity employment of personnel.

22) Financial Management

Accounting Standards. The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Cost Principles. The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

23) Audit Requirement

If the Subrecipient shall receive more than \$300,000 in total federal funds in one fiscal year from the City of Huntington Beach and/or any other city or agency, the Subrecipient is required to submit a Single Audit Report. As required by the Federal Single Audit Act, the Subrecipient shall be required to submit to the City, a comprehensive financial audit prepared by an independent, neutral third party auditor. The audit shall cover financial operations of the Subrecipient for the period beginning October 1, 2012 and ending September 30, 2013 and is due not later than one year after expiration of this Agreement.

24) Religious and Lobbying Activities

Religious Activities. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests. Religious entities may use CDBG funds for secular activities only in accordance with the Federal regulations specified in 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Lobbying. The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

25) Budget Modifications

If the Subrecipient desires to modify the use of the CDBG funds following approval of this agreement, a written request must be submitted to the City for review. No change in use of the CDBG funds will be permitted without prior written approval by the City, subject to the provisions of the City's adopted Citizen Participation Plan.

26) Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

27) Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- 1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and

administration of contracts supported by Federal funds.

- 2) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- 3) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

28) Procurement Standards and Methods

- 1) **Compliance.** The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.), shall revert to the City upon termination of this Agreement.
- 2) **OMB Standards.** Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
- 3) **Travel.** The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this agreement.

29) Environmental Issues

- 1) **Air and Water.** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - a) **Clean Air Act**, 42 U.S.C., 7401, *et seq.*;
 - b) **Federal Water Pollution Control Act**, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
 - c) **Environmental Protection Agency (EPA)** regulations pursuant to 40 CFR Part 50, as amended.
- 2) **Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition

or construction purposes (including rehabilitation).

- 3) **Lead-Based Paint.** The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Base Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- 4) **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

30) Notices

Communication and details concerning this contract shall be directed to the following contract representatives:

City:	Subrecipient:
Attn: CP Coordinator	Name
Economic Development Department	Organization
P.O. Box 190	Address
Huntington Beach, CA 92648	
Phone: (714) 536-5542	Phone:

31) Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

32) **Insurance**

General Liability. In addition to the workers' compensation and employer's liability insurance and Subrecipient's covenant to indemnify City, Subrecipient shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage covering the program / project. This policy shall indemnify Subrecipient, its officers, employees and agents while acting within the scope of their duties, against any and all claims arising out or in connection with the program, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000) for the program / project. This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the program / project shall be deemed excess coverage and that Subrecipient's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

Workers Compensation and-Employers' Liability. Pursuant to California Labor Code Section 1861, Subrecipient acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation; Subrecipient covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Subrecipient shall maintain workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Subrecipient shall require all subcontractors to provide such workers' compensation and employer's liability insurance for all of the subcontractors' employees. Subrecipient shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance and Subrecipient shall similarly require all subcontractors to waive subrogation.

Certificate of Insurance. Prior to commencing performance of the work hereunder, Subrecipient shall furnish to City certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; the certificates shall:

1. provide the name and policy number of each carrier and policy;
2. state that the policy is currently in force; and
3. promise to provide that such policies will not be canceled or modified without thirty (30) days' prior written notice of City.

Subrecipient shall maintain the foregoing insurance coverages in force until the work under this Agreement is fully completed and accepted by City.

The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of City by Subrecipient under the Agreement. City or its

representative shall at all times have the right to demand the original or a copy of all the policies of insurance. Subrecipient shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

Subrecipient shall provide a separate copy of the additional insured endorsement to each of Subrecipient's insurance policies, naming City, its officers, elected and appointed officials, employees, agents and volunteers as Additional Insureds, to the City Attorney for approval prior to any payment hereunder.

33) Hold Harmless and Indemnity Agreement

Subrecipient hereby agrees to protect, defend, indemnify and hold harmless City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Subrecipient's employees and damage to Subrecipient's property, arising directly or indirectly out of the obligations or operations herein undertaken by Subrecipient, caused in whole or in part by any negligent act or omission of the Subrecipient, any subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including but not limited to concurrent active or passive negligence, except where caused by the active negligence, sole negligence, or willful misconduct of the City. Subrecipient will conduct all defense at its sole cost and expense and City shall approve selection of Subrecipient's counsel. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Subrecipient.

34) Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

35) Assignment of Agreement

The Subrecipient shall not assign this Agreement or any monies due thereunder without the prior written consent of the City.

36) Successors and Assigns

Subject to the provisions of the Subrecipient Agreement Paragraph 16, "Hold Harmless and Indemnity Agreement," all terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

37) Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

38) Waiver

The City’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

39) Authority to Execute this Agreement

The person or persons executing this Agreement on behalf of Subrecipient warrants and represents that he/she has the authority to execute this Agreement on behalf of the Subrecipient and has the authority to bind Subrecipient to the performance of its obligations hereunder.

40) Entire Agreement

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by and through their authorized officers on _____, 2012.

ALZHEIMER’S FAMILY SERVICES
CENTER

CITY OF HUNTINGTON BEACH, a municipal
corporation of the State of California

By: _____

Deputy City Manager

print name

ITS: *(circle one)* Chairman/President/Vice President

APPROVED AS TO FORM:

AND

City Attorney

By: _____

print name

ITS: *(circle one)* Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer