



**Council Meeting: September 10, 2013**

**SUBJECT: Approve an Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership to Provide Leadership Sunnyvale Training Program**

**BACKGROUND**

On June 25, 2013, Council authorized one-time funding of \$6,000 in FY 2013/14 to Silicon Valley Leadership (SVL) with the approval of *Budget Supplement No. 3 – Funding for Leadership Sunnyvale*. For more than 10 years the City has provided General Fund support to SVL for Leadership Sunnyvale in accordance with the City's Outside Group Funding guidelines.

**EXISTING POLICY**

**Council Policy 7.2.1 Community Engagement**

- **Goal B:** Achieve a community in which all community members can be actively involved in shaping the quality of life and participate in local community and government activities.
- **Policy B.1:** Encourage community involvement in the development and implementation of City and community activities, programs and services.

**Council Policy 7.2.4 - Relationships with Outside Groups**

**CEQA REVIEW**

N/A

**DISCUSSION**

This report presents a draft Agreement between SVL and the City; the Agreement outlines the parameters for the disbursement of the council-approved Outside Group Funding. Council action to approve the draft agreement would also authorize the City Manager to enter into said Agreement on behalf of the City.

The draft Agreement is similar to the arrangement the City has had with SVL in previous years; however, there are some notable differences as explained below:

*Funding Contingent on Number of Participants.* When Council approved the funding proposed in Budget Supplement No. 3 it did so contingent on the target success of 18 participants. Staff has noted this contingency in Attachment A - Exhibit A, Section V. *Contract Non-compliance*. The Agreement stipulates that SVL must enroll 18 participants at the beginning of the training program and make all reasonable efforts to maintain the full enrollment throughout the entire program. If 18 participants are not enrolled at the

beginning of Quarter One, then the City shall deduct a prorated share of the funding award commensurate with the actual enrollment numbers (currently \$333.33 per program participant). Once these amounts are deducted from the total award amount, then the Quarterly reimbursements shall be based on the new revised award amount.

*In-Kind Services Agreement.* In the past, Council would approve two agreements via this RTC – one for Outside Group Funding and one for In-Kind Services. This year the In-Kind Services Agreement will be reviewed and renewed by the City Manager in accordance with previous Council direction (RTC 13-032, February 12, 2013).

**FISCAL IMPACT**

The cost of tuition for City staff participants in the training will be absorbed in the respective adopted FY 2013/14 department operating budgets. No additional appropriation of funding is required.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

**RECOMMENDATION**

Staff recommends approval of Attachment A, *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership* and that Council authorize the City Manager to enter into said Agreement.

This Agreement is consistent with Council's approval of *Budget Supplement No. 3* and previous action by the City in support of this program.

Reviewed by:

Robert Walker, Assistant City Manager  
Prepared by: Yvette Blackford, Senior Management Analyst

Approved by:

Gary M. Luebbers  
City Manager

**Attachments**

A. *Outside Group Funding Agreement between the City of Sunnyvale and Silicon Valley Leadership.*

OUTSIDE GROUP FUNDING AGREEMENT

THIS AGREEMENT dated July 1, 2013 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and a non-profit corporation Silicon Valley Leadership ("SVL" or "CONTRACTOR")

WITNESSETH

WHEREAS, SVL has applied to CITY for and has been appropriated City funds in the amount up to \$6,000 for the purpose of providing public affairs and leadership training to community members for fiscal year 2013/2014 ("Program").

NOW, THEREFORE, THE PARTIES agree to comply with the requirements set forth in the following documents, which are attached hereto and incorporated by these references herein:

- 1) Exhibit A: Standard Provisions
- 2) Exhibit B: Budget, Method of Payment and Reporting
- 3) Exhibit C: Quarterly Performance Report and Request for Reimbursement
- 4) Exhibit D: SVL Application

I. PROGRAM COORDINATION

- A. ROBERT WALKER, ASSISTANT CITY MANAGER, or his designee, shall be the PROGRAM MANAGER for CITY and shall render overall supervision of the progress and performance of this agreement by CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. SVL shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this agreement. The PROGRAM DIRECTOR may also name a designee to perform these functions. Should circumstances or conditions subsequent to the execution of this agreement change, CONTRACTOR shall notify CITY immediately of such occurrence.
- C. All notices or other correspondence required or contemplated by this agreement shall be sent to the parties at the following addresses:

CITY: Robert Walker – Program Manager  
P.O. Box 3707  
Sunnyvale, CA 94088-3707  
(408) 730-7458

CONTRACTOR: SVL  
Board President  
P.O. Box 61435  
Sunnyvale, CA 94088

This agreement shall be for the period of July 1, 2013, through June 30, 2014.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate.

APPROVED AS TO FORM: ("CITY")

\_\_\_\_\_  
City Attorney

BY: \_\_\_\_\_  
Gary M. Luebbers, City  
Manager

ATTEST:

("CONTRACTOR")

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Board President

("CONTRACTOR")

BY: \_\_\_\_\_

**EXHIBIT "A"****STANDARD PROVISIONS****I. OBLIGATIONS OF CONTRACTOR**

CONTRACTOR shall be responsible for the following:

**A. Organization**

1. Provide CITY with
  - a) Articles of Incorporation or other organic documents under the laws of the State of California or under the laws of the state of incorporation that the organization is incorporated.
  - b) A copy of its current bylaws.
  - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
  - d) Names and addresses of current Board of Directors.
  - e) An updated copy of organization's financial policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the PROGRAM MANAGER.
3. Permit no member of its Board of Directors to become a paid employee or paid agent of CONTRACTOR, or to receive any funds under this agreement, or to have any financial interest in this agreement.

**B. Program Operations**

1. Coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.
2. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are provided in cooperation with City of Sunnyvale" or "funded in whole or part by City of Sunnyvale."
3. Fully cooperate and communicate with the PROGRAM MANAGER relating to any PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

**C. Fiscal Responsibilities of CONTRACTOR**

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the CONTRACTOR, including the receipt and disbursement of program funds.

2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Ensure proper internal control practices are in place. This includes complying with the following standard financial policies and procedures:
  - a) All cash received by CONTRACTOR is counted and verified by a minimum of two people.
  - b) Authorized signatories are established for checks and signature bank cards updated when officers change.
  - c) An invoice from a vendor, or standard reimbursement claim form from an individual, is required in order to process a reimbursement.
  - d) All checks, accompanied by supporting documentation, are signed by the fiscal agent and/or other required signatories. Any check written in an amount less than \$251 requires one signature. Any check written for \$251 or greater requires two account signatories.
  - e) All checks are pre-numbered and accounted for monthly. The fiscal agent shall retain a copy of all written checks with supporting documents. All voided checks must be defaced and retained either on the check stub or with the bank account statement.
  - f) No checks may be written to "cash" or "bearer." Blank checks may never be signed in advance, and shall be kept in secured storage.
  - g) The executive director's personal expense checks require two signatures (excluding the executive director) regardless of amount.
5. If the operating budget of the CONTRACTOR is greater than \$500,000, the CONTRACTOR is required to have an independent audit performed. The auditor's report and financial statements, prepared in accordance with generally accepted auditing standards, must be submitted to the CITY within 150 days of the end of the CONTRACTOR'S fiscal year. Exceptions can be made to this requirement with prior approval from the CITY'S Director of Finance.
6. If the operating budget of the CONTRACTOR is \$500,000 or less, or if the CONTRACTOR is not required to have an independent audit performed, CONTRACTOR must provide an annual financial report, which includes a profit and loss statement, a cash flow statement, and budget comparisons in an understandable manner. This annual financial report must be signed by the fiscal agent and must be submitted within 90 days of the end of the CONTRACTOR'S fiscal year.

## D. Records, Reports and Audits of CONTRACTOR

1. Preservation of Records: CONTRACTOR shall preserve and make available its records pertaining to the operation of this agreement
  - a) until expiration of three years from the date of final payment pursuant to this agreement, and
  - b) for such longer period, if any, as is required by applicable law, or,
  - c) if this agreement is completely or partially terminated, records shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  
2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, CONTRACTOR agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this agreement and its records with respect to all matters covered by this agreement, excepting those falling within the attorney-client privilege. CONTRACTOR also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this agreement.
  
3. Audits: The CITY may perform an independent audit of CONTRACTOR'S financial records for consistency with Financial Policies and Procedures. Such audit may cover programmatic as well as fiscal matters. CONTRACTOR will be notified in advance that an audit will be conducted. CONTRACTOR will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.

## E. Insurance

1. CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificates of Insurance to the City of Sunnyvale's Program Manager.
  
2. CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.
  
3. CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the

contract, whether such services are performed by CONTRACTOR, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

4. The liability insurance shall include, but shall not be limited to:
  - a) Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR'S OR CITY'S operations and use of owned or non-owned vehicles.
  - b) Coverage on an "occurrence" basis.
  - c) Notice of cancellation to CITY'S Program Manager at least thirty (30) days prior to the cancellation effective date.
  
5. The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:
  - a) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
  - b) CITY must be named as additional insured with respect to the services being performed under the contract.
  - c) The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.

F. Assignability and Independent Contractor Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No subcontractor of CONTRACTOR will be recognized by CITY as such; rather, all subcontractors shall be deemed to be employees of CONTRACTOR and CONTRACTOR agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

G. Nondiscrimination

CONTRACTOR shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. CONTRACTOR certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

H. Surveys

CONTRACTOR will submit forms acceptable to CITY, and either independently or at CITY'S request, to clients served through the course of this agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY'S monitoring program.

## II. OBLIGATIONS OF CITY

A. CITY staff shall provide assistance to CONTRACTOR in explaining CITY imposed procedural or substantive contract requirements.

B. Monitoring and Evaluation

Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. CONTRACTOR shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.

C. Payment of Invoices

Upon submittal of invoices by CONTRACTOR, CITY agrees to provide payment to the CONTRACTOR, within 30 days of submittal of invoice, subject to the conditions of other provisions in this agreement. CONTRACTOR shall submit invoices on forms provided by CITY.

## III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by CONTRACTOR while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent CONTRACTOR or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

## IV. HOLD HARMLESS

CONTRACTOR shall defend, indemnify and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

A. Any noncompliance by CONTRACTOR or PROGRAM with such laws, ordinances, codes, regulations and decrees;

- B. Any torts committed by CONTRACTOR, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of CONTRACTOR'S performance under this agreement, including CONTRACTOR'S failure to comply with or carry out any of the provisions of this agreement.

#### V. CONTRACT NON-COMPLIANCE

Upon receipt of evidence of a failure by CONTRACTOR to comply with any provision of this agreement, including EXHIBITS, the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any CONTRACTOR's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward CONTRACTOR a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, CONTRACTOR shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event CONTRACTOR does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this agreement.

To be eligible for the full funding award of \$6,000, CONTRACTOR must enroll 18 participants at the beginning of the training program and all reasonable efforts must be made to maintain the full enrollment throughout the entire program. If 18 participants are not enrolled at the beginning of Quarter One, then the City shall deduct a pro rata share of the funding award commensurate with the actual enrollment numbers (currently \$333.33 per program participant). Once these amounts are deducted from the total award amount, then the Quarterly reimbursements shall be based on the new revised award amount.

#### VI. TERMINATION

- A. CITY may suspend or terminate this agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by CITY.
- B. Upon suspension or termination of this agreement by CITY, CITY shall be under no obligation to pay CONTRACTOR except for services previously performed for which payment had not previously been made.

C. Upon suspension or termination, CONTRACTOR shall:

1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this agreement is suspended or terminated for fault of CONTRACTOR, CITY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services which are determined by CITY to be of benefit to CITY.
2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by CONTRACTOR or its subcontractors, if any, in connection with this agreement. Such materials shall become property of CITY. CONTRACTOR, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the services contemplated by this agreement.

D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "B", this agreement shall terminate upon completion of the PROGRAM and final payment by CITY to CONTRACTOR.

#### VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this agreement, it may submit a written request for such amendment to the other party. No amendment to this agreement shall be effective except upon the mutual written consent of the parties.

#### VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

#### IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by CONTRACTOR hereunder constitute or be construed as a waiver by CITY or CONTRACTOR of any breach of covenants or conditions of this agreement or any default which may then exist on the part of CITY or CONTRACTOR, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or CONTRACTOR with respect to such breach or default.

#### X. INTEGRATED DOCUMENT

This agreement embodies the agreement between CITY and CONTRACTOR and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents

comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants and conditions of this agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and subcontractors to both parties.

XII. GENERAL ASSURANCES

The CONTRACTOR hereby assures and certifies compliance with the regulations, policies, guidelines and requirements referenced in its application with the CITY, as they relate to the application, acceptance and use of CITY funds for this program. Also, the CONTRACTOR assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the CONTRACTOR'S governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with that application and to provide such additional information as may be required.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

**BUDGET, METHOD OF PAYMENT AND REPORTING**

I. BUDGET

Reimbursement to CONTRACTOR shall not exceed \$6,000 for agreement period.

II. METHOD OF PAYMENT

A. Payment for Substantial Compliance with Program Objectives - Payments will be made *quarterly* upon receipt of the Quarterly Performance Report and Request for Reimbursement with sufficient documentation of services provided. CONTRACTOR shall submit Quarterly Performance Report and Request for Reimbursement within fifteen (15) days of the end of payment period (with the exception of quarter four which must be submitted by June 30, 2014). Total reimbursement under this agreement shall not exceed actual allowable documented expenses.

B. "Payment Period" is the *quarter* for which a payment is made.

III. REPORTING

Within fifteen (15) days of the end of quarters one, two and three the CONTRACTOR agrees to provide written reports to the CITY which detail PROGRAM performance in the attached Quarterly Performance Report and Request for Reimbursement. **The written report for quarter four must be submitted by June 30, 2014.** Such reports must include the following information:

A. A narrative description of the services which have been provided to date for the performance year, related to the objectives and performance indicators set forth in this agreement.

B. A numerical comparison of actual-to-planned performance, listing the performance indicators.

C. Identification of performance indicators that are not being achieved, with a written explanation of why performance is below plan, and

timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested also.

- D. Identification of any operational difficulties that may affect the present or future performance of the contract.

Forms for quarterly reports are provided by the CITY.

Due Dates for Reports

<u>Period</u>	<u>Date</u>
July – September	October 15, 2013
October - December	January 15, 2014
January – March	April 15, 2014
<b>April - June</b>	<b>June 30, 2014</b>

**EXHIBIT "C"**

**City of Sunnyvale – Outside Group Funding  
Quarterly Performance Report and Request for Reimbursement**

AGENCY: SVL

ACTIVITY NAME: Leadership Training

ADDRESS: P.O. Box 61435

CITY & ZIP: Sunnyvale CA 94088

PHONE: (408) 716-1837

FAX: (775) 521-0417

REPORT PERIOD: FY 2013-14

<b>FISCAL SUMMARY</b>					
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
<i>Actual Expenditures</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>Planned Expenditures</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>PERFORMANCE Indicators</b> <i>Please indicate as appropriate: Households, Individuals, other (specify.)</i>					
Indicators (noted in Application) -- Actual and Plan	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Cumulative
<b>1 Actual</b>					
<i>1 Plan</i>					
<b>2 Actual</b>					
<i>2 Plan</i>					
<b>3 Actual</b>					
<i>3 Plan</i>					
<b>4 Actual</b>					
<i>4 Plan</i>					

<b><u>Reporting Period</u></b>	<b><u>Due</u></b>	<b><u>Reimbursement Requested</u></b>
___ 1 <sup>st</sup> Quarter	10/15/13	\$ _____
___ 2 <sup>nd</sup> Quarter	1/15/14	\$ _____
___ 3 <sup>rd</sup> Quarter	4/15/14	\$ _____
___ 4 <sup>th</sup> Quarter	6/30/14	\$ _____

**1. NARRATIVE.**

Provide a narrative of program/project services rendered to date. Relate to the appropriate objectives.

**2. PROBLEM IDENTIFICATION AND CORRECTIVE ACTION.**

Identify any performance standards not being achieved. Provide an analysis of problem, with corrective action plan and timetable. Attach additional sheet as necessary.

**3. IDENTIFICATION OF OPERATIONAL PROBLEMS.**

Identify any operational difficulties which affect the present or future performance of the contract. Attach additional sheet as necessary.

## Performance Report Expenditures

Program Administrative Cost	Activity Name:	
	Annual Budget (7/1/13-6/30/14)	Expenditures to Date
Salaries		
Employee Benefits		
Professional Fees		
Supplies		
Telephone / Communication		
Occupancy		
Equipment Costs		
Printing / Publications		
Insurance		
Travel		
Other		
Total Budget		

NOTE: Budgeted amount should reflect the amounts submitted in your application.  
Attach additional sheets if there are more than two activities.

Program Director: \_\_\_\_\_  
(sign)

Date: \_\_\_\_\_

Board President: \_\_\_\_\_  
(sign)

Date: \_\_\_\_\_