

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

CONTRACT

29903

1
2
3 THIS CONTRACT is made and entered, in duplicate, as of October 10, 2006
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on August 23, 2005, by and between BOYS AND GIRLS
6 CLUB OF LONG BEACH, a nonprofit California corporation, with offices located at 3635
7 Long Beach Boulevard, Long Beach, California 90807 ("Organization"), and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, Organization provides human or social services to very low, low
10 and moderate income residents of City; and

11 WHEREAS, City wishes to support these services by providing Social Service
12 Grant Program funds; and

13 WHEREAS, the City Council has authorized the City Manager to enter a
14 contract with Organization that provides the grant funding within a maximum amount and
15 program accountability by City; and

16 WHEREAS, Organization agrees to perform services and to provide City with
17 the information and supporting documentation required herein;

18 NOW, THEREFORE, in consideration of the terms and conditions contained
19 in the Contract, the parties agree as follows:

20 Section 1. The above recitals are true and correct and are incorporated in
21 the Contract.

22 Section 2.A. Organization shall provide direct and indirect human or social
23 services to very low, low and moderate income residents of City based on Intake and
24 Assessment in accordance with Attachment "A" entitled "Statement of Work", Attachment
25 "B" entitled "Budget", Attachment "C" entitled "Certification Regarding Debarment", and
26 Attachment "D" entitled "Certification of Lobbying", all of which are attached to the Contract
27 and incorporated by reference. ON THIS DATE:

28 B. Organization shall adhere to all applicable policies, procedures, rules and

1 regulations as established by the United States Department of Housing and Urban
2 Development (HUD), Office of Management and Budget (OMB) Circulars, Code of Federal
3 Regulations, United States Codes, City of Long Beach Grants Monitoring Guidelines, City's
4 contract with HUD for funds, the Request for Proposal (RFP), Organization's proposal in
5 response to the RFP, and all Information Bulletins issued by City's Department of Health
6 and Human Services, Homeless Services Division.

7 Section 3. The term of this Contract shall commence at midnight on
8 October 1, 2006, and, unless sooner terminated as provided herein, shall terminate
9 at 11:59 p.m. on August 31, 2007.

10 Section 4. A. Organization shall affirmatively and aggressively use its best
11 efforts to seek and obtain all possible outside funding and in-kind cash match at a dollar
12 for dollar rate of funds received from City under this Contract.

13 B. Total disbursements made to Organization under this Contract by City
14 shall not exceed \$18,000.00 over the term of this Contract. These funds shall be used to
15 provide services within the City of Long Beach. Upon execution of this Contract, City shall
16 disburse the funds payable hereunder in due course of payments following receipt from
17 Organization of billing statements in a form approved by City showing expenditures and
18 costs identified in Attachment "B".

19 C. City shall pay to Organization the amounts specified in Attachment "B"
20 for the categories, criteria and rates established in that Attachment. Organization may with
21 the prior written approval of the Director of City's Department of Health and Human
22 Services, or his designee, make adjustments within and among the categories of
23 expenditures in Attachment "B" and modify the performance to be rendered hereunder
24 stated in Attachment "A"; provided, however, that such adjustment in expenditures shall
25 not cause the amount of the total budget stated in Attachment "B" to be exceeded.

26 Organization shall prepare quarterly invoices and submit them to City within
27 fifteen (15) days after the end of the quarter in which Organization provided services.
28 Organization shall attach documentation to each invoice that evidences the amounts

1 shown on the invoice and the amounts of required matching funds. Failure to submit an
2 invoice and its accompanying documentation within the 15-day period may result in late
3 payment from City. Submission of incorrect invoices with ineligible/in allocable expenses
4 or inadequate documentation shall result in a Disallowed Cost Report. The Disallowed
5 Cost Report is intended to provide detail to Organization for the purpose of communicating
6 disallowed costs due to reasons of insufficient source documentation, ineligible expenses,
7 exceeded line items, and other similar reasons. In the event that an item is disallowed in
8 the invoice, Organization will be permitted to resubmit the disallowed costs along with
9 adequate source documentation, other eligible expenses, and the like in the next invoice.
10 City reserves the right to refuse payment of an invoice received by it sixty (60) days after
11 Organization provided the services relating to that invoice or for the unauthorized expense
12 of funds requiring written approval for budget changes or modifications.

13 D. City reserves the right to suspend payment of invoices in the event of non-
14 compliance regarding, but not limited to, submission of reports and/or insurance
15 certifications.

16 E. Each calendar quarter Organization shall, no later than fifteen (15) days
17 after the end of each quarter, submit to City copies of cancelled checks and other
18 documents supporting the charges and required matching funds in the invoices submitted
19 during the previous quarter.

20 Section 5. A. Organization's records relating to the performance of this
21 Contract shall be kept in accordance with generally accepted accounting principles and in
22 the manner prescribed by City. Organization's records shall be current and complete. City
23 and HUD shall have the right to examine, copy, inspect, extract from, and audit financial
24 and other records related to this Contract during Organization's normal business hours to
25 include announced and unannounced site visits during the term of the Contract. If
26 examination of these financial and other records by City and/or HUD reveals that
27 Organization has not used these grant funds for the purposes and on the conditions stated
28 in this Contract, then Organization covenants, agrees to and shall immediately repay all

1 or that portion of the grant funds which were improperly used. If Organization is unable to
2 repay all or that portion of the grant funds, then City will terminate all activities of
3 Organization under this Contract and pursue appropriate legal action to collect the funds.

4 B. In addition, Organization shall provide any information that the City Auditor
5 and other City representatives require in order to monitor and evaluate Organization's
6 performance hereunder. City reserves the right to review and request copies of all
7 documentation related to the program funded by this Contract (i.e. case files, program files,
8 policies and procedures). Organization shall provide all reports, documents or information
9 requested by City within three (3) days after receipt of a written or oral request from a City
10 representative, unless a longer period of time is otherwise expressly stated by said
11 representative.

12 C. Within fifteen (15) days after the end of each quarter in which
13 Organization provided services, Organization shall submit performance reports certified by
14 one of Organization's officers or its Executive Director identifying the services performed.

15 D. If Organization spends \$500,000 or more in Federal funds in an
16 Operational Year, then Organization shall submit an audit report to City in accordance with
17 OMB Circular A-133 no later than thirty (30) days after receipt of the audit report from
18 Organization's auditor or no later than nine (9) months after the end of the Operational
19 Year. If Organization spends less than \$500,000 in Federal grant funds in an Operational
20 Year, submission of the audit report is optional.

21 Section 6. In the performance of this Contract, Organization shall not
22 discriminate against any employee, applicant for employment or service, or subcontractor
23 because of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status,
24 condition, age, disability or handicap. Organization shall take affirmative action to assure
25 that applicants are employed or served, and that employees and applicants are treated
26 during employment or services without regard to these categories. Such action shall
27 include but not be limited to the following: employment, upgrading, demotion or transfer;
28 recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of

1 compensation; and selection for training, including apprenticeship.

2 Organization shall permit access by City or any other agency of the county,
3 state or federal governments to Organization's records of employment, employment
4 advertisements, application forms and other pertinent data and records for the purpose of
5 investigation to ascertain compliance with the fair employment practices provisions of this
6 Contract.

7 Section 7. A. In performing services hereunder, Organization is and shall act
8 as an independent contractor and not as an employee, representative or agent of City.
9 Organization's obligations to and authority from City are solely as prescribed herein.
10 Organization expressly warrants that it will not, at any time, hold itself out or represent that
11 Organization or any of its agents, volunteers, subscribers, members, officers or employees
12 are in any manner officials, employees or agents of City. Organization shall not have any
13 authority to bind City for any purpose.

14 B. Organization acknowledges and agrees that (a) City will not withhold taxes
15 of any kind from Organization's compensation; (b) City will not secure workers'
16 compensation or pay unemployment insurance to, for or on Organization's behalf; and (c)
17 City will not provide and Organization and Organization's employees are not entitled to any
18 of the usual and customary rights, benefits or privileges of City employees.

19 Section 8. A. This Contract contemplates the personal services of
20 Organization and Organization's employees. Organization shall not delegate its duties or
21 assign its rights hereunder, or any interest herein or any portion hereof, without the prior
22 written consent of City. Any attempted assignment or delegation shall be void, and any
23 assignee or delegate shall acquire no right or interest by reason of such attempted
24 assignment or delegation.

25 B. Organization shall not discriminate against any employee or applicant for
26 employment because of race, color, national origin, ancestry, sex, age, religion, physical
27 and mental disability, handicap, medical condition, marital status, AIDS/HIV status or
28 sexual orientation. Such actions shall include, but are not limited to, the following:

1 employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff
2 or termination, rates of pay or other forms of compensation; and selection of training,
3 including apprenticeship.

4 Section 9. Organization shall indemnify and hold harmless City, its Boards,
5 Commissions, and their officials, employees and agents (collectively in this Section "City")
6 against any and all liability, claims, demands, damage, causes of action, proceedings,
7 penalties, loss, costs and expenses (including attorney's fees, court costs, and expert and
8 witness fees) (collectively "Claims" or individually "Claim"). Claims include allegations and
9 include by way of example but are not limited to: Claims for property damage, personal
10 injury or death arising in whole or in part from any negligent act or omission of
11 Organization, its officers, employees, agents, subcontractors or anyone under
12 Organization's control (collectively "Indemnitor"); Organization's breach of this Agreement;
13 misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating
14 in any way to workers' compensation. Independent of the duty to indemnify and as a free-
15 standing duty on the part of Organization, Organization shall defend City and shall continue
16 such defense until the Claim is resolved, whether by settlement, judgment or otherwise.
17 Organization shall notify City of any Claim within ten (10) days. Likewise, City shall notify
18 Organization of any Claim, shall tender the defense of such Claim to Organization, and
19 shall assist Organization, as may be reasonably requested, in such defense.

20 Section 10. Organization shall procure and maintain at Organization's
21 expense (which expense may be submitted to City for reimbursement from grant funds
22 allocated to the Organization if itemized on Attachment "B") for the duration of this Contract
23 the following insurance and bond against claims for injuries to persons or damage to
24 property which may arise from or in connection with the performance of this Contract by
25 Organization, its agents, representatives, employees, volunteers or subcontractors.

26 (a) Commercial general liability insurance (equivalent in scope to ISO
27 form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One
28 Million Dollars (\$1,000,000) per occurrence and Two Million Dollars

1 (\$2,000,000) general aggregate. Such coverage shall include but not be
2 limited to broad form contractual liability, cross liability, independent
3 contractors liability, and products and completed operations liability. City, its
4 officials, employees and agents shall be named as additional insureds by
5 endorsement (on City's endorsement form or on an endorsement equivalent
6 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
7 shall contain no special limitations on the scope of protection given to City,
8 its officials, employees and agents.

9 (b) Workers' Compensation insurance as required by the Labor Code
10 of the State of California and employer's liability insurance in an amount not
11 less than One Million Dollars (\$1,000,000).

12 (c) Professional liability or errors and omissions insurance in an
13 amount not less than One Million Dollars (\$1,000,000) per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope to
15 ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount
16 not less than Five Hundred Thousand Dollars (\$500,000) combined single
17 limit per accident.

18 (e) Blanket Honesty Bond in an amount equal to at least fifty percent
19 (50%) of the total amount to be disbursed to Organization hereunder or
20 Twenty-five Thousand Dollars (\$25,000), whichever is less, to safeguard the
21 proper handling of funds by employees, agents or representatives of
22 Organization who sign as the maker of checks or drafts or in any manner
23 authorize the disbursement or expenditure of said funds.

24 (f) If delivering services to minors, seniors, or persons with
25 disabilities, Organization's Commercial General Liability insurance shall not
26 exclude coverage for abuse and molestation. If Organization is unable to
27 provide abuse and molestation coverage, it can request a waiver of this
28 coverage from City. City's Risk Manager will consider waiving the

1 requirement if Organization can demonstrate to the satisfaction of City's Risk
2 Manager that Organization has no exposure, that the coverage is unavailable
3 or that the coverage is unaffordable. If a request for a waiver is desired,
4 Organization must submit a signed document on Organization's letterhead
5 to the Director of City's Department of Health and Human Services, who will
6 forward it to City's Risk Manager, providing reasons why the insurance
7 coverage should be waived. Waivers will be considered on a case by case
8 basis.

9 Any self-insurance program, self-insured retention or deductible must be
10 separately approved in writing by City's Risk Manager or designee and shall protect City,
11 its officials, employees and agents in the same manner and to the same extent as they
12 would have been protected had the policy or policies not contained retention or deductible
13 provisions. Each insurance policy shall be endorsed to state that coverage shall not be
14 reduced, non-renewed or canceled except after thirty (30) days prior written notice to City,
15 and shall be primary and not contributing to any other insurance or self-insurance
16 maintained by City. Organization shall notify City in writing within five (5) days after any
17 insurance required herein has been voided by the insurer or cancelled by the insured.

18 Organization shall require that all contractors and subcontractors that
19 Organization uses in the performance of services hereunder maintain insurance in
20 compliance with this Section unless otherwise agreed in writing by City's Risk Manager or
21 designee.

22 Prior to the start of performance or payment of first invoice, Organization shall
23 deliver to City certificates of insurance and required endorsements for approval as to
24 sufficiency and form. The certificate and endorsements for each insurance policy shall
25 contain the original signature of a person authorized by that insurer to bind coverage on
26 its behalf. In addition, Organization shall, within thirty (30) days prior to expiration of the
27 insurance required herein, furnish to City certificates of insurance and endorsements
28 evidencing renewal of such insurance. City reserves the right to require complete certified

1 copies of all policies of Organization and Organization's contractors and subcontractors,
2 at any time. Organization shall make available to City's Risk Manager or designee all
3 books, records and other information relating to the insurance coverage required herein,
4 during normal business hours.

5 Any modification or waiver of the insurance requirements herein shall only
6 be made with the approval of City's Risk Manager or designee. Not more frequently than
7 once a year, City's Risk Manager or designee may require that Organization,
8 Organization's contractors and subcontractors change the amount, scope or types of
9 coverages required herein if, in his or her sole opinion, the amount, scope or types of
10 coverages herein are not adequate.

11 The procuring or existence of insurance shall not be construed or deemed
12 as a limitation on liability relating to Organization's performance or as full performance of
13 or compliance with the indemnification provisions of this Contract.

14 Section 11. A. Organization shall comply with all requirements of City's
15 Municipal Code relating to building code standards in undertaking any activities or
16 renovations using grant funds.

17 B. Organization shall not commence services until City's Planning and
18 Building Department has completed an environmental review under 24 CFR Part 58, and
19 Organization shall not commence such services until City informs Organization of the
20 completion and conditions of said environmental review.

21 C. Organization shall provide reports as required by City and HUD and as
22 required herein.

23 D. In addition to, and not in substitution for, other terms of this Contract
24 regarding the provision of services, Organization shall not in connection with costs of its
25 services hereunder, engage in the following conduct:

26 (1) Discriminate against any employee or applicant for employment
27 on the basis of religion;

28 (2) Discriminate against any person seeking housing or related

1 supportive services only on the basis of religion and will not limit such
2 services or give preference to persons on the basis of religion;

3 (3) Provide religious instruction or counseling, conduct religious
4 worship or services, engage in religious proselytizing, or exert other religious
5 influence in the provision of services or the use of facilities and furnishings;

6 (4) The portion of the facility used for housing or supportive services
7 only assisted in whole or in part under this Contract or in which services are
8 provided which are assisted under this Contract shall contain no sectarian
9 religious symbols or decorations.

10 E. Organization shall provide human or social services to very low, low and
11 moderate income residents of City with assistance in obtaining:

12 (1) Appropriate supportive services, including transitional housing,
13 permanent housing, physical health treatment, mental health treatment,
14 counseling, supervision and other services essential for achieving
15 independent living; and

16 (2) Other federal, state and local private assistance available for such
17 individuals, including mainstream resources.

18 F. Organization certifies that it will comply with 24 CFR Part 583 and such
19 other requirements as from time to time may be promulgated by HUD.

20 G. Organization shall execute a Certification Regarding Debarment in the
21 form shown on Attachment "C".

22 H. Organization shall execute a Certification Regarding Lobbying in the form
23 shown in Attachment "D".

24 Section 12. All notices required hereunder shall be in writing and personally
25 delivered or deposited in the U.S. Postal Service, certified mail, return receipt requested,
26 to City at 2525 Grand Avenue, Long Beach, California 90815 Attn: Manager, Bureau of
27 Human and Social Services, and to Organization at the address first stated herein. Notice
28 shall be deemed given on the date personal delivery is made or the date shown on the

1 return receipt, whichever first occurs. Notice of change of address shall be given in the
2 same manner as stated herein for other notices.

3 Section 13. The City Manager or designee is authorized to administer this
4 Contract and all related matters, and any decision of the City Manager or designee in
5 connection herewith shall be final.

6 Section 14. Organization shall have the right to terminate this Contract at any
7 time for any reason by giving thirty (30) days' prior notice of termination to City, and City
8 shall have the right to terminate all or any part of this Contract at any time for any reason
9 or no reason by giving five (5) days' prior notice to Organization. If either party terminates
10 this Contract, all funds held by the Organization under this Contract which have not been
11 spent on the date of termination shall be returned to City.

12 Section 15. This document constitutes the entire understanding of the parties
13 and supersedes all other agreements, oral or written, with respect to the subject matter
14 herein.

15 Section 16. This Contract shall be governed by and construed pursuant to
16 the laws of the State of California.

17 Section 17. This Contract including all attachments shall not be amended,
18 nor any provision or breach hereof waived, unless in writing signed by the parties which
19 expressly refers to this Contract, and except to the extent that amendment is allowed
20 pursuant to Section 4.C. hereof.

21 Section 18. In the event of any conflict or ambiguity between this Contract
22 and one or more attachments, the provisions of this Contract shall govern.

23 Section 19. The acceptance of any service or payment of any money by City
24 shall not operate as a waiver of any provision of this Contract, or of any right to damages
25 or indemnity stated herein. The waiver of any breach of this Contract shall not constitute
26 a waiver of any other or subsequent breach of this Contract.

27 Section 20. Organization certifies that it has established a Drug-Free
28 Awareness Program in compliance with Government Code Section 8355, that it has given

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 a copy of said Program to each employee who performs services hereunder, that
2 compliance with the Program is a condition of employment, and that it has published a
3 statement notifying employees that unlawful manufacture, distribution, dispensation,
4 possession or use of a controlled substance is prohibited and action will be taken for
5 violation.

6 Section 21. City shall facilitate the submission of all reports required by HUD
7 based on information submitted by Organization to City. City shall act as the primary
8 contact for Organization to HUD for services provided under this Contract. City shall
9 facilitate directly to HUD the submission of any information related to all financial and
10 programmatic matters in this Contract.

11 IN WITNESS WHEREOF, the parties have caused this document to be duly

12 ///
13 ///
14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

executed with all formalities required by law as of the date first stated above.

BOYS AND GIRLS CLUB OF LONG BEACH, a nonprofit California corporation

By *Scott Donnie*

President

SCOTT DONNIE

(Type or Print Name)

By *Darlene Dameron*

Secretary

Darlene Dameron

(Type or Print Name)

"Organization"

CITY OF LONG BEACH, a municipal corporation

By *Wanda Garcia*

City Manager

"City"

This Agreement is approved as to form on 1/2, 2007.

ROBERT E. SHANNON, City Attorney

By *Kara A Conway*

Deputy

Attachment "A"

**City of Long Beach
Social Service Grant (SSG) Program 2006-2007
Scope of Work**

AGENCY NAME: Boys and Girls Clubs of Long Beach

CONTRACT NUMBER: _____

Program Objective: To provide a positive, safe, and nurturing environment where youth ages 6 to 18 are developed into responsible members of the community through facility-based activities designed to be inclusive in respect to gender, ethnicity and age.

Goals:	Total Goals (1-Year)	QUARTER 1 10/1-12/31		QUARTER 2 1/1-3/31		QUARTER 3 4/1-6/30		QUARTER 4 7/1-8/30	
		Actual	Cumulative	Actual	Cumulative	Actual	Cumulative	Actual	Cumulative
1. 60% (226 of 376) of participants will increase academic performance by one letter grade in English, Math and Social Studies during the 11-month term of the contract.	226								
2. 60% (226 of 376) of participants will increase API scores by 10% from 2005 to 2006 test scores.	226								
3. 60% (226 of 376) of participants will demonstrate improvement in reading skills by one letter grade during the 11-month term of the contract.	226								
4. Base membership of the Boys & Girls Clubs Washington Learning Center will increase from 342 to 376 for a 10% (38) growth goal during the 11-month term of the contract.	38								
Total Unduplicated Clients Served:	264								

ATTACHMENT A
PAGE 1 OF 1 PAGES

Attachment "B"

CITY OF LONG BEACH
Social Services Grant Program 2006-2007
Program Budget for Boys and Girls Clubs of Long Beach City Contract #

ITEM/PERSONNEL	ALLOCATION	BUDGET JUSTIFICATION
1. Site Director/Education Specialist - .50 FTE	\$7,980	To oversee operation of site, track and monitor reporting, implement new member recruitment and registration, schedule staff, act as liaison with school and community.
2. Athletic Specialist - .50 FTE	\$5,097	To track and monitor progress of members toward goal achievement, supervise volunteers, recruit new members, develop and implement curriculum in conjunction with staff.
3. Arts Specialist - .50 FTE	\$3,112	To integrate arts activities into curriculum to improve student scores in English, math, social studies, and reading, will recruit new members and report numbers of members participating in activities.
TOTAL PERSONNEL	\$16,189	Total Personnel to be Reimbursed
OPERATIONS		
1. Educational Supplies	\$1,811	For the purchase of educational supplies
TOTAL OPERATIONS	\$1,811	Total Operations to be Reimbursed
TOTAL PROGRAM BUDGET/CLB CONTRACT	\$18,000	Total Program Amount to be Reimbursed

SSG 06-07 Boys and Girls Club of LB

ATTACHMENT B
PAGE 1 OF 1 PAGES

Attachment “C”

CERTIFICATION REGARDING DEBARMENT

~~By signing and submitting this document, the recipient of federal assistance funds is providing the certification as set out below:~~

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the recipient of Federal Assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstance.
3. The terms "covered transaction", "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
4. The recipient of Federal assistance funds agrees by submitting this document that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the departmental or agency with which this transaction originated.
5. The recipient of Federal assistance funds further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from procurement or non-procurement programs.
7. Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which the transaction originated may pursue available remedies, including suspension and/or debarment.

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. ~~The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.~~
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: _____ Contract Agency: Boys & Girls Clubs Long Beach

Name and Title of Authorized Representative: Don Rodriguez, Executive Director

 11/16/06
Signature Date

Attachment “D”

CERTIFICATION REGARDING LOBBYING

Contractor(s) and lobbyist firm(s), as defined in the Los Angeles County Code Chapter 2.160 (ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County's Lobbyist requirement shall constitute a material breach of the contract upon which the City of Long Beach may immediately terminate this contract and the Contractor shall be liable for civil action.

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and the Housing and Urban Development Code of Federal Regulations 24 part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

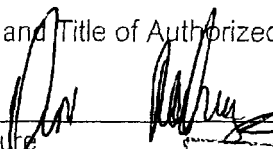
The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with Federal Lobbyist Requirements shall be subject to civil penalties. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.
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 an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. 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. Code. 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.

Agreement Number: _____ Contract Agency: Boys & Girls Club of Long Beach

Name and Title of Authorized Representative: Don Rodriguez, Executive Director


Signature

11/16/06

Date

The regulations implementing Executive Order 12549, Debarment and Suspension, 24 CFR Part 24 Section 24.510, Participants' Responsibilities require this certification.

1. ~~The recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.~~
2. Where the recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this document.

Agreement Number: _____ Contract Agency: Boys & Girls Clubs Long Beach

Name and Title of Authorized Representative: Don Rodriguez, Executive Director

Don Rodriguez 11/16/06
Signature Date