#### AMERICAN RESCUE PLAN ACT OF 2021 SUBRECIPIENT GRANT AGREEMENT

#### (SMALL BUSINESS GRANT PROGRAM)

This American Rescue Plan Act of 2021 Subrecipient Grant Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the City of Carson, a California charter city ("City") and \_\_\_\_\_\_, ("Grantee"). City and Grantee may be referred to, sometimes individually or collectively, as "Party" or "Parties."

#### RECITALS

WHEREAS, as part of the City's response to COVID-19, the worldwide pandemic that has severely hampered economies everywhere and has harmed small businesses due in large part to governmental lockdown orders, on April 21, 2020, the City Council created and implemented a focused business loan assistance program for City's businesses, with a special emphasis on the COVID-19 response and accessing funding through federal programs offered through the Small Business Administration; and

WHEREAS, on March 11, 2021, President Joe Biden signed the American Rescue Plan Act of 2021 ("ARPA"), which launched the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to provide \$350 billion in emergency funding for state and local governments. The emergency economic stimulus bill provides fiscal aid to address the ongoing COVID-19 public health crisis, and of the \$350 billion economic stimulus bill, City was slated to receive \$17,776,763 in direct one-time funding. On March 21, 2022, the City Council directed City staff to develop a Small Business Grant Program ("Grant Program") for allocation of a portion of the \$17,776,763 toward such Grant Program; and

WHEREAS, the City Council continues to evaluate different options that may assist small businesses within the City, and has determined that provision of grants given to small businesses through the Grant Program will provide additional economic relief during a time of crisis. Provision of such grants will further the City's objective of contributing toward continued viability of the businesses, thereby providing continued public benefits to the community in the form of taxes and availability of goods and services; and

WHEREAS, the United States Department of the Treasury issued a Final Rule effective April 1, 2022, describing eligible and ineligible uses of SLFRF funds ("Final Rule"); and

WHEREAS, in light of the SLFRF funding received by City and the other reasons stated above, on June 21, 2022, by approval of Resolution No. 22-134, the City Council approved and in doing so, established, the City's Grant Program authorizing up to \$1,000,000 for City's use toward the Grant Program to provide financial grant assistance to Small Businesses in accordance with the Small Business Grant Program Guidelines ("Guidelines") adopted through approval of such resolution. Small Businesses are those businesses with 1 to 50 employees. Grant amounts are to be from \$5,000 to \$25,000, determined based on various factors according to a formula detailed

in the Guidelines. On January 17, 2023, by approval of Resolution No. 23-020, the City Council approved an additional appropriation of \$500,000 authorizing an additional \$500,000 for City's use toward the Grant Program; and

WHEREAS, City now seeks to implement and carry out the City Council's vision for the Grant Program within the allowable use parameters set out in the Final Rule by providing a grant to Grantee, as a subrecipient of the SLFRF funds received by the City, in the amount of \$\_\_\_\_\_\_("Grant Funds"); and

WHEREAS, Grantee has represented to City that all information provided to City in its application ("Application") for Grant Funds is true and accurate to the best of its knowledge, including but not limited to, Grantee's intended purpose for how the Grant Funds will be spent. Specifically, Grantee will spend the Grant Funds for the purpose of \_\_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the Parties hereto:

### 1.0 <u>GRANT</u>.

1.1 <u>Grant Funds and Use</u>. The City agrees to pay Grantee as a grant, with no obligation to pay back City, the Grant Funds in one lump sum to be used toward any business-related expenses consistent with the Application, Final Rule, Grant Program, Guidelines, all ordinances, resolutions, statutes, rules, and regulations of City and/or any federal, state or local governmental agency having jurisdiction, and Grantee hereby agrees to use the Grant Funds in accordance with the same. Grantee represents and warrants that all information provided to City in its Application for Grant Funds is accurate and correct.

1.2 <u>Reporting and Accounting</u>. At all times during the term of this Agreement and for a period of three (3) years thereafter, Grantee shall maintain true, proper, and complete books, records, and accounts (collectively, "Books and Records") in which shall be entered fully and accurately all transactions taken with respect to the expenditure of the Grant Funds. Grantee shall maintain the Books and Records in accordance with Generally Accepted Accounting Principles and shall make available to City such Books and Records upon the request of City's Contract Officer. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue, payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

1.3 <u>Audits and Inspections</u>. City reserves the right to designate its own employee representative(s) or its contracted representative(s) with a Certified Public Accounting firm who shall have the right to audit Grantee's accounting procedures and internal controls of Grantee's financial systems as they relate to the Grant Funds and to examine any cost, revenue,

payment, claim, other records or supporting documentation resulting from any items set forth in this Agreement. Any such audit(s) shall be undertaken by City or its representative(s) at mutually agreed upon reasonable times and in conformance with generally accepted auditing standards. Grantee agrees to fully cooperate with any such audit(s).

### 2.0 <u>COORDINATION OF AGREEMENT</u>.

2.1 <u>Representative of Grantee</u>. The following principal(s) and/or representative(s) of Grantee is/are hereby designated as the person(s) authorized to act on Grantee's behalf with respect to this Agreement and to make all decisions in connection herewith:

## [INSERT NAME AND TITLE/POSITION]

2.2 <u>Contract Officer</u>. The City's "Contract Officer" shall be such person as may be designated by the City's City Manager.

2.3 <u>Prohibition Against Transfers</u>. Grantee shall not assign, hypothecate or transfer this Agreement or any of the Grant Funds, directly or indirectly, by operation of law or otherwise without prior written consent of City. Any attempt to do so without written consent of City shall be null and void and considered a material breach of this Agreement.

2.4 <u>Independent Contractor</u>. In the performance of this Agreement, Grantee and the agents and employees of Grantee, shall act in an independent capacity and are not officers, employees or agents of the City. The manner and means of undertaking its Agreement obligations are under the control of Grantee, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Grantee or any of Grantee's employees or agents, to be the agents or employees of City.

# 3.0 INSURANCE AND INDEMNIFICATION.

3.1 <u>Insurance</u>.

A. Without limiting Grantee's obligations to City under Section 3.2, if required by City's Risk Manager, Grantee shall obtain, provide and maintain at its own expense during the term of this Agreement (at times extending beyond the term), policies of insurance of the types and amounts described below and in a form satisfactory to City. The types and amounts of insurance Grantee must obtain will be determined by the City's Risk Manager, in large part depending on Grantee's purpose for the intended use of the Grant Funds stated in its Application.

### [CHECK BOXES THAT APPLY]

(i) <u>Commercial General Liability Insurance (Occurrence Form</u> <u>CG0001 or equivalent</u>). Grantee shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than <u>per occurrence</u>, <u>general aggregate</u>, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(ii) <u>Worker's Compensation Insurance</u>. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Grantee against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Grantee in the course of carrying out the work contemplated in this Agreement.

(iii) <u>Automotive Insurance</u>. ISO Form Number CA 00 01 covering any auto (Code 1), or if the Grantee has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limit no less than <u>combined single limit for each accident for bodily injury and property damage</u>.

(iv) <u>Professional Liability</u>. Professional liability insurance appropriate to the Grantee's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to obligations carried out under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Grantee's services or the termination of this Agreement. During this additional 5-year period, Grantee shall annually and upon request of the City submit written evidence of this continuous coverage.

(v) <u>Pollution Liability Insurance</u>. Grantee shall maintain Environmental Impairment Liability insurance, written on a contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than <u>\$</u>\_\_\_\_\_\_ per claim and <u>\$</u>\_\_\_\_\_\_ in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including nonowned disposal sites. (vi) <u>Broader Coverage</u>. If Grantee maintains broader coverage or higher limits (or both) than the minimums required by this Agreement, then the City requires and shall be entitled to the broader coverage and higher limits maintained by Grantee.

(vii) <u>Subcontractors</u>. Grantee shall include all subcontractors as insureds under its policies (if any), or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Β. General Insurance Requirements. All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Grantee's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended, cancelled or non-renewed by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Grantee shall, prior to the cancellation date, submit new evidence of insurance in conformance with this section to the Contract Officer. No work or services under this Agreement shall commence until the Grantee has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

3.2. <u>Indemnification</u>. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless City, its officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim" and collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to this Agreement (including the negligent and/or willful acts, errors and/or omissions of Grantee, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of

them or for whose acts they may be liable or any or all of them), including but not limited to, Grantee's prohibited use of the Grant Funds in violation of Section 1.1 of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require Grantee to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. 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 Grantee. The indemnity obligation shall be binding on successors and assigns of Grantee and shall survive expiration or sooner termination of this Agreement.

#### 4.0 DISCRIMINATION, TERMINATION, AND ENFORCEMENT.

4.1 <u>Covenant Against Discrimination</u>. Grantee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement, there shall be no discrimination against or segregation of any person or group of persons on account of race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, pregnancy, marital status, age, sexual orientation, or any other basis pertaining to a protected characteristic under applicable federal, state, or local law.

4.2 <u>Term</u>. Unless earlier terminated in accordance with Section 4.3 of this Agreement, this Agreement shall continue in full force and effect until City has paid Grantee the Grant Funds; provided, however, that all terms and conditions that survive expiration or termination of this Agreement, shall survive.

4.3 <u>Termination Prior to Expiration of Term</u>. Either Party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other Party, prior to City's payment of the Grant Funds.

# 5.0 <u>MISCELLANEOUS PROVISIONS</u>.

5.1 <u>Conflicts of Interest</u>. Grantee, its agents and employees shall comply with applicable federal, state, and local laws and regulations governing conflict of interest. Grantee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that may be affected by its obligations to perform under this Agreement, or that would conflict in any manner with its obligations hereunder. Grantee further covenants that, in performing this Agreement, no person having any such interest shall be employed by it. Furthermore, Grantee shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this agreement. Grantee agrees not to accept any employment or representation during the term of this Agreement that is or may likely make Grantee "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by City on any manner in connection with which Grantee has been retained pursuant to this Agreement.

5.2 Warranty and Representation of Non-Collusion. City hereby warrants and represents that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Grantee hereby warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Grantee is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

#### Grantee Representative Initials

5.3 <u>Prohibited and Permitted Use of Funds</u>. As referenced in Section 1.1, Grantee acknowledges and understands that it is prohibited from using the Grant Funds for any purpose that is not permitted under the Final Rule. By way of example, since SLFRF funds are intended to be used *prospectively*, Grantee may not use Grant Funds for debt service or to replenish financial reserves nor is Grantee permitted to use Grant Funds in a manner that conflicts with or contravenes the purpose of the American Rescue Plan Act. For this reason, Grantee agrees to use Grant Funds only for the purpose stated in Grantee's Application.

### 5.4 <u>Non-Waiver of Terms, Rights and Remedies</u>.

A. <u>Waiver</u>. The failure of a non-defaulting Party to enforce any right, provision, or remedy shall not impair such right, provision, or remedy, and shall not constitute a waiver of such right or provision in the absence of a written confirmation of waiver signed by the defaulting Party. In no event shall the making by City of any payment to Grantee constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Grantee, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. Failure on the part of City to act with respect to a breach by Grantee shall not constitute a waiver of City's right to act with respect to subsequent or similar breaches.

B. <u>Further Waiver</u>. Waiver by either Party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. A Party's consent to or approval of any act by the other Party requiring the Party's consent or approval shall not be deemed to waive or render unnecessary the other Party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

5.5 <u>Attorney's Fees</u>. In the event that either Party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

5.6 <u>Notice</u>. Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party shall be in writing and either served personally or sent by prepaid, first class mail to the address set forth below, or such other addressed as may from time to time be designated by mail.

City:	John Raymond Assistant City Manager, Community Development Department City of Carson 701 East Carson Street Carson, California 90745
With a Copy to:	City Attorney City of Carson 701 East Carson Street Carson, California 90745
Grantee:	

5.7 <u>Recitals</u>. All recitals in this Agreement are hereby incorporated into this Agreement as if set forth fully herein.

5.8 <u>False Statements</u>. Grantee understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

5.9 <u>Survival.</u> The obligations of Grantee under Sections 1.3, 1.4, 3.1 (where applicable) and 3.2 shall survive expiration or sooner termination of this Agreement.

5.10 <u>Entire Agreement</u>. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Grantee. This Agreement supersedes all prior oral or written negotiations, representations, or agreements. This Agreement may not be amended, nor any provision outreach hereof waived, except in a writing signed by the Parties that expressly refers to this Agreement.

5.11 <u>California Law</u>. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U. S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

5.12 <u>Severability</u>. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

5.13 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

5.14 <u>Integration; Amendment</u>. This Agreement is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Grantee and the City. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

5.15 <u>Corporate Authority</u>. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

5.16 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

### [SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

## CITY:

CITY OF CARSON, a California charter city

David C. Roberts, Jr., City Manager

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM: Aleshire & Wynder, LLP

Sunny K. Soltani, City Attorney

**GRANTEE:** 

*			
Name:	 		
Title:			
*			
Name:			
Title:			

\*Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA COUNTY OF LOS ANGELES On, 2023 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal. Signature:					
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form					
CAPACITY CLAIMED BY SIGNER          INDIVIDUAL         CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT				
TITLE(S)  PARTNER(S) GENERAL ATTORNEY-IN-FACT	TITLE OR TYPE OF DOCUMENT				
TRUSTEE(S)     GUARDIAN/CONSERVATOR     OTHER	NUMBER OF PAGES				
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT				
	SIGNER(S) OTHER THAN NAMED ABOVE				

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA COUNTY OF LOS ANGELES On, 2023 before me,, perso basis of satisfactory evidence to be the person(s) whose n acknowledged to me that he/she/they executed the same	onally appeared, proved to me on the names(s) is/are subscribed to the within instrument and e in his/her/their authorized capacity(ies), and that by				
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.					
WITNESS my hand and official seal. Signature:					
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form					
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT				
TITLE(S)  PARTNER(S)  GENERAL  ATTORNEY-IN-FACT	TITLE OR TYPE OF DOCUMENT				
TRUSTEE(S)  GUARDIAN/CONSERVATOR  OTHER  CLONED IS DEPENDENTIALS	NUMBER OF PAGES				
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT				
	SIGNER(S) OTHER THAN NAMED ABOVE				