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Submitted in HCED Committee

Council File No: 11-0984-S3

Item No.: 6

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Report from the City Administrative Officer

Date: May 14, 2013

CAO File No. 0220-04668-0005
Council File No. 11-0984-S3
Council District:

To: The Mayor
The Council

From: Miguel A. Santana, City Administrative Officer *MAS*

Reference: Transmittal from the Mayor dated April 30, 2013; Received by the City Administrative Officer on May 3, 2013, Additional Information Provided through May 13, 2013

Subject: **EARLY LAUNCH OF THE 2013 SUMMER NIGHT LIGHTS (SNL) PROGRAM AND RELATED ACTIONS TO FACILITATE IMPLEMENTATION**

SUMMARY

The Mayor's Office of Gang Reduction and Youth Development (Mayor's GRYD Office) requests approvals on various actions to facilitate implementation of the early launch of the 2013 Summer Night Lights (SNL) Program. These actions include: 1) Authority to amend the contract with the Los Angeles Conservation Corps (LACC) to administer the hiring of seasonal employment staff for SNL; 2) Appropriate and transfer Community Development Block Grant (CDBG) funds on an as-needed basis to support SNL staffing; 3) Allocate Housing Authority of the City of Los Angeles (HACLA) Payment in Lieu of Taxes (PILOT) funds for necessary SNL activities at HACLA sites, and 4) Appropriate FY 2012-13 funds to the Department of Recreation and Parks (RAP) to initiate SNL activities at 28 City park facilities. This Office is in agreement with the proposed actions to implement the 2013 SNL Program.

The SNL Program is a critical component of the City's Gang Reduction and Youth Development (GRYD) Strategy. First initiated as a pilot during the summer of 2008, the SNL Program was developed in response to research findings that indicated the summer months as the most likely time period for commitment of violent crimes by youth. The purpose of SNL is to reduce youth gang violence in and around SNL locations, promote active community engagement and provide season employment for at-risk youth and adults. Over the past five years, SNL has expanded from eight sites to 32 sites, increased the number of seasonal jobs from 275 to over 1,700, and reduced gang-related violence during the summer months and throughout the year. Moreover, the SNL program model has since been replicated elsewhere on a national and international level.

2013 SNL Program

The 2013 SNL Program will operate over a six week period from June 26, 2013 through August 10, 2013.

This shift in programming dates was made to align with the changes made to the 2012-13 Los Angeles Unified School District (LAUSD) academic calendar to recess in early June and resume the new school year in mid-August. The Mayor's GRYD Office partners with numerous governmental agencies; including inter-departmental and City-County collaboration, community and non-profit organizations, businesses and local philanthropies to provide an effective array of programming to reduce gang-related violence. Recreational, educational, athletic, cultural and artistic activities designed to engage at-risk youth and their families will be offered between the hours of 7:00 p.m. to midnight, four days a week, at the following 32 locations (28 Recreation and Park facilities and four HACLA public housing developments):

1	Cypress Park	15	Jackie Tatum Harvard Park
2	Ramon Garcia	16	South Park
3	Lou Costello	17	Slauson
4	Highland Park	18	Van Ness
5	Glassell Park	19	Martin Luther King
6	Lafayette	20	Normandale
7	Lemon Grove	21	Wilmington
8	Hubert Humphrey	22	Algin Sutton
9	Sepulveda	23	Green Meadows
10	Delano	24	El Sereno
11	Valley Plaza	25	Montecito Heights
12	Jim Gilliam	26	Toberman
13	Mount Carmel	27	Lanark
14	Ross Snyder	28	Sun Valley
<i>Four HACLA Sites: Nickerson Gardens, Jordan Downs, Imperial Courts, Ramona Gardens</i>			

Program services and nightly meals are provided free of charge to all participants. Each location is staffed by a Site Coordination team comprised of one site manager, one program coordinator, one lead youth squad member and 10 youth squad members. The Mayor's GRYD Office anticipates hiring over 1,100 seasonal staff for SNL. Funding for SNL is derived from a number of public and private sources including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), HACLA PILOT funds, unexpended General Fund dollars, as well as private donations and grants.

Contract Amendment – Los Angeles Conservation Corps (LACC)

The CDBG funds in the amount of \$1,749,760 were identified in the 39th Program Year Consolidated Plan (C.F. 12-1607) to support the 2013 SNL Program. Over the past several years, the CDBG allocations were utilized to provide work experience/job training opportunities for at-risk youth and community members. According to HUD/CDBG regulations, entitlement grantees can designate a sub-recipient to perform this work on a non-competitive basis but that it must be undertaken by a certified Community-Based Development Organization (CBDO). In 2009, the Mayor's Office identified the LACC as the designated sub-recipient and certified CBDO to serve

as the fiscal agent and administrator for the hiring of youth and community residents for SNL employment. LACC has demonstrated experience working with this population and performing these types of activities in an efficient and timely manner. To date, LACC has performed in this capacity for the 2009, 2010, 2011 and 2012 SNL Program years. The Mayor's Office requests that LACC continue to serve in this same manner for the 2013 SNL Program and authorize the negotiation and execution of a Third Amendment with the LACC (C#119163) to provide these services for the period of April 1, 2013 through March 31, 2014, for an amount not to exceed \$1,749,760, derived from CDBG funds, subject to the availability of funds, compliance with City contracting requirements and the approval of the City Attorney as to form.

Allocation of HACLA PILOT Funds

In February 2013, HACLA submitted a plan for the proposed waiver and allocation of \$4.054 million of PILOT funds (C.F. 11-0932-S2). Revisions were made to the allocation of these funds subsequent to the release of this plan. Therefore, of the total amount, \$500,000 is allocated for just the 2013 SNL Program. Acceptance of these funds is pending. Upon receipt of these funds, the Mayor's Office requests that the funds be deposited into the contractual services account with the Mayor's Fund so that SNL Program services can be implemented at the following four public housing developments: Nickerson Gardens, Jordan Downs, Imperial Courts and Ramona Gardens.

Support for RAP Staffing at SNL Sites

Over the last four years, the Mayor's Office has financed the costs of additional staffing coverage and program activities provided at the 32 SNL sites. As was mentioned previously, the change in SNL program dates was made to align with the modified LAUSD school calendar and ensure that SNL was available during the summer recess. The Mayor's Office has identified FY2012-13 funds in the amount of \$241,760 to support initial costs incurred by RAP for the 2013 SNL Program. The Mayor's Office has requested that these funds be made available to RAP at this time; the remaining costs to be reimbursed from FY2013-14 funds.

RECOMMENDATIONS

That the Council:

1. Authorize the Mayor, or designee, to negotiate and execute a Third Amendment to the contract with the Los Angeles Conservation Corps (LACC) (C#119163) to provide SNL program activities in accordance with the Attachment to this Report, for a term effective April 1, 2013 through March 31, 2014, for an increased contract amount of \$2,249,760 derived from these sources: \$1,749,760 from Community Development Block Grant (CDBG) – 39th Program Year (C.F. 12-1607) and \$500,000 from Housing Authority of the City of Los Angeles (HACLA) Payment in Lieu of Taxes (PILOT) funds (C.F. 11-0932-S2), for a revised total compensation not to exceed \$7,015,319, subject to the availability of funds, compliance with City contracting requirements and approval of the City Attorney as to form;

2. Upon receipt of funds in the amount of \$500,000 from HACLA, authorize the Mayor, or designee, to deposit said funds as a General Fund receipt; transfer and appropriate therefrom to Mayor Fund 100, Department 46, Account 003040 Contractual Services to finance the LACC contract to implement SNL programming at designated public housing developments;
3. Authorize the Controller to:
 - a) Establish a new account entitled 46K50K GRYD SNL within the Gang Reduction Youth Development Fund 50K, Department 46 for a contract with LACC to coordinate services at 32 SNL program sites;
 - b) Upon presentation of documentation and proper demand of the General Manager of the Community Development Department, transfer cash on an as-needed basis from the Community Development Trust Fund 424, Department 22, Account 22K50K GRYD Summer Night Lights to the Gang Reduction and Youth Development Fund 50K, Department 46, Account 46K50K GRYD SNL;
 - c) Transfer and appropriate funds in an amount not to exceed \$241,760 from the Mayor Fund 100, Department 46, Account 003040 Contractual Services to the Recreation and Parks Department for reimbursement of costs associated with the implementation of the 2013 SNL Program activities as follows:

FROM:

Fund/Dept.	Account	Account Name	Amount
100/46	003040	Contractual Services	\$241,760

TO:

Fund/Dept.	Account	Account Name	Amount
302/88	001010	Salaries General	\$ 75,000
302/88	001070	Salaries As Needed	100,000
302/88	001090	Salaries Overtime	50,000
302/88	003160	Maintenance, Materials & Supplies	6,760
302/88	001100	Hiring Hall	5,000
302/88	003040	Contractual Services	5,000
		Total:	\$241,760

4. Authorize the Mayor, City Clerk or the General Manager of CDD, or their respective designees, to prepare Controller's instructions and/or make any technical adjustments to the above instructions, subject to the approval of the City Administrative Officer, and authorize the Controller to implement these instructions.

FISCAL IMPACT STATEMENT

There is no additional impact on the General Fund. Funding for the proposed contract amendment and associated Summer Night Lights activities is available through the CDBG funds in the 39th PY Consolidated Plan, 2013 HACLA PILOT funds and the Mayor's Office FY2012-13 Adopted Budget. The recommendations in this report comply with City financial policies in that the proposed funding is balanced against established revenue approved in previous and pending Council actions and from Federal grants and other sources. All funding is subject to availability and determinations by Mayor and Council.

MAS:ACA:CLF:02130134c

Attachment

ATTACHMENT

CITY OF LOS ANGELES

AMENDMENT

Agreement No.: 119163
Amendment No.: 3
Project Title: Summer Night Lights
Contractor: Los Angeles Conservation Corps
Doing Business As: N/A
Type of Organization: Non-Profit
Corporate Number:

THIRD AMENDMENT

TO AGREEMENT NUMBER 119163 OF CITY OF LOS ANGELES CONTRACTS

BETWEEN THE CITY OF LOS ANGELES
AND
LOS ANGELES CONSERVATION CORPS

THIS THIRD AMENDMENT to Agreement Number 119163 of City of Los Angeles contracts is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City and Los Angeles Conservation Corps a California nonprofit corporation, hereinafter referred to as the Contractor.

RECITALS

WHEREAS, the City and Contractor have entered into Agreement Number 119163 with an effective date of June 1, 2011 wherein Contractor agreed to provide to the City certain services in support of the Summer Night Lights (SNL) model of practice said Agreement having an amended term of June 1, 2011 – December 31, 2011 and April 1, 2012 – March 31, 2013 (the "Agreement"); and

WHEREAS, the City Council has authorized the Mayor's Office of Gang Reduction and Youth Development (GRYD) to be responsible for administering and monitoring the City's gang prevention, intervention, and SNL programs;

WHEREAS, the City and Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor, which authorized negotiation and execution of an amendment to the Agreement

WHEREAS, this Third Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended effective April 1, 2013 as follows:

AMENDMENT

§1. Section 201. A., Time of Performance, shall be deleted and amended to read:

The term of this agreement shall be from June 1, 2011 - December 31, 2011 and April 1, 2012 - March 31, 2014 and any additional time as may be necessary to close out activities, provided that said term is subject to the provisions of this Agreement. Performance shall not commence until the City has approved all of the required documents described hereinabove, and is in receipt of those and/or other documents as described herein.

§2 Section 202, Scope of Work and Contractor Responsibility, shall be amended to read:

The Scope of Work shall consist of providing supportive services for the implementation of the City's SNL Program as detailed in Exhibit I – Summer 2013, which shall replace Exhibit I from the original Agreement as well as Exhibit I - Summer 2012, and incorporated herein by reference. Contractor shall complete the Scope of Work during the Term, except as otherwise provided herein.

§3 Section 301 A. 1., Contractor Compensation, shall be deleted and amended to read:

The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed two million two hundred twenty seven thousand seven hundred ninety nine dollars (\$2,227,799) for the period June 1, 2011 through December 31, 2011 and two million five hundred thirty seven thousand seven hundred and sixty (\$2,537,760) for the period April 1, 2012 - March 31, 2013 and two million two hundred and forty nine thousand seven hundred and sixty (\$2,249,760) for the period April 1, 2013-March 31, 2014 to be expended in accordance with the Budget incorporated herein by reference. The foregoing amount represents the total compensation to be paid by the City to Contractor for services to be performed as designated by this Agreement. These funds shall be allocated as listed below:

For the period June 1, 2011-December 31, 2011

- Up to and not to exceed one million seven hundred forty nine thousand seven hundred and fifty nine (\$1,749,759) from the Community Development Block Grant (CDBG) - 37th year;
- Up to and not to exceed Four hundred and forty thousand (\$440,000) from the Housing Authority City of Los Angeles (HACLA); and
- Up to and not to exceed thirty eight thousand forty dollars (\$38,040) from the CDBG - 36th program year.

For the period April 1, 2012 - March 31, 2013

- Up to and not to exceed one million seven hundred forty nine thousand seven hundred and sixty (\$1,749,760) from the CDBG – 38th year

- Up to and not to exceed five hundred thousand dollars (\$500,000) from HACLA payment in lieu of taxes (PILOT) funds
- Up to and not to exceed two hundred eighty eight thousand dollars (\$288,000) from the Department of Cultural Affairs special fund

For the period April 1, 2013- March 31, 2014

- Up to and not to exceed one million seven hundred forty nine thousand seven hundred and sixty (\$1,749,760) from the CDBG – 39th year
- Up to and not to exceed five hundred thousand dollars (\$500,000) from HACLA PILOT funds

Contractor's right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City's indemnification and insurance requirements, satisfactory performance and compliance with the terms and conditions contained herein.

§4 Section 301 A. 7. is amended to read:

Contractor shall be paid on an advance and cost reimbursement basis. Contractor may request an advance at the beginning of the contract period by submitting a request in writing to the GRYD office. Contractor must execute a City approved Special Bank Account Agreement before receipt of funds and shall comply with all contract and regulatory requirements for safeguarding advance funds. Request for advance payment basis is subject to City approval. The amount of advance and recoupment method for each funding source is identified as follows:

- Contractor may request up to a 25% advance for the CDBG funds, up to \$437,440 with total payment not to exceed \$1,749,760 for this source of funds. At the end of the contract term, Contractor shall be responsible for reimbursing to the City any portion of the advanced payment that is not substantiated by acceptable.
- Contractor may request up to a 50% (\$250,000) advance for the HACLA PILOT funds, with total payment not to exceed \$500,000 for this source of funds. At the end of the contract term, Contractor shall be responsible for reimbursing to the City any portion of the advanced payment that is not substantiated by acceptable documentation as determined by the GRYD office.

Final payment for all source of funds to Contractor shall be paid by the City only upon reporting of actual costs incurred.

§5 Section 504 Compliance with state and federal statutes and regulations is amended to read:

Contractor shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California ("State"), the County and City of Los Angeles. Failure to comply with any of the following provisions may result in suspension, termination or reduction of grant funds, and repayment by the contractor of any unlawful expenditures. Contractor shall also comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. Contractor shall comply as follows:

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of State, federal, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies, and any other requirements governing this Agreement. Contractor shall comply with State and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or 2 CFR 215 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

Contractor shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 *et seq.*; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing the Act.

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the Americans with Disabilities Act (ADA) 42, USC §12101 *et seq.*, and its implementing regulations and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR, Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 USC 3601, *et seq.*; 24 CFR Parts 100, 103 and 104 (FHA) and all implementing regulations. Contractor will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA and ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, Contractor shall submit to the City a Certification Regarding Lobbying and a disclosure form, if required, in accordance with 31 USC 1352. A copy of the certificate is attached hereto as Exhibit B. No funds will be released to Contractor until the certification is filed.

Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any disclosure form previously filed by Contractor. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the City/CDD, HUD, the U.S. Comptroller General and the Auditor General of the State of California, through any authorized representative, may deem necessary, Contractor shall make available for examination all of its records, paper or electronic, with respect to all matters covered by this Agreement. The City/CDD, HUD, the U.S. Comptroller General, and the Auditor General of the State of California, through any authorized representative, shall have the authority to audit, examine, and make excerpts or transcripts from records, including all contractor invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. City may, at its discretion, take possession of, retain, and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Los Angeles unless authorization to remove them is granted in writing by the City.

7. Contracts, Subcontracts and Procurement

Contractor shall comply with the federal and City/CDD standards in the award of any contracts/subcontracts. For purposes of this Agreement, contracts and subcontracts shall include but not be limited to, purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction contracts.

Contractor shall conduct procurement in a manner that provides for full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action, including contract modifications, to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Specific procurement requirements and procedures are set forth in 24 CFR §85.36, 24 CFR §84.44, and Los Angeles City Charter §§371 and 372.

8. Labor

Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System Personnel Administration (5 C.F.R. 900, Subpart F).

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7) and as supplemented by Department of Labor regulations (29 CFR part 5); the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874) and as supplemented by Department of Labor regulations (29 CFR part 3); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) and as supplemented by Department of Labor regulations (29 CFR part 5).

Contractor shall comply with the Federal Fair Labor Standards Act (29 USC § 201) regarding wages and hours of employment.

None of the funds shall be used to promote or deter union/labor organizing activities. CA Gov't Code Sec. 16645 et seq.

Contractor shall comply with the Hatch Act (5 USC §§1501-1508 and 7324-7328).

Contractor shall comply with the provisions of Article 3, Chapter 1, Part 7, Division 2 of the Labor Code of California, the California Child Labor Laws and all other applicable statutes, ordinances, and regulations relative to employment, wages, hours of labor and industrial safety.

9. Civil Rights

Contractor shall comply with all federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 USC §2000d, and implementing regulations) which prohibits discrimination on the basis of race, color, or national origin and its implementing regulations and as applied through Executive Order No. 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency" ("LEP"), which requires recipients of federal funds, including Contractor, to take reasonable steps to insure meaningful access to its programs and activities by persons with LEP as more fully described in HUD's final guidance contained in Federal Register, Volume 72, No. 13; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794, 45 CFR, Part 84), which prohibits discrimination on the basis of handicap; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance; (l) Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. 2000e); (m) the ADA, 42 USC §12101 et seq., and the ADAAA, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GINA) P.L. 110-233.

10. Environmental

Contractor shall comply with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal

Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) and the California Safe Drinking Water and Toxic Enforcement Act of 1986; (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205); (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234); and (j) Section 508 of the Clean Water Act (38 U.S.C. 1360).

Contractor shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4822 et seq.) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) that restores and maintains the chemical, physical and biological integrity of the nation's waters.

Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

Contractor shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

12. Suspension and Debarment

Contractor shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12459 and 12689, and any amendment thereto. Said certification shall be submitted to the City concurrent with the execution of a contract under this Agreement and shall certify that neither contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall include the language of this certification in all subcontracts and

require that all subcontractors certify accordingly.

13. Drug-Free Workplace

Contractor shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 28 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Animal Welfare

Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 USC §§2131 et. seq.)

15. Contractor shall assure, pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) grant funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, Part 3 of Title V of the National Energy Conservation Policy Act (42 USC 8251 et seq.) or Subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall grant funds be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC 13212).

16. Contractor must comply with Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State and local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

17. Contractor shall assure, pursuant to Public Law 103-333, §507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

20. Relocation – Intentionally left blank

B. Statutes and Regulations Applicable to this Grant Agreement:

1. CDBG Program

Contractor shall comply with all federal statutes and regulations pertaining to the CDBG program, including, but not limited to, 42 U.S.C. §5301 *et seq.*, and 24

CFR Parts 84, 85, and 570.

2. Asbestos and Lead-Based Paint:

Laws and regulations pertaining to abatement of asbestos containing materials (ACM) and lead-based paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACM and LBP will wear the necessary, legally required protective clothing and respiratory gear.

3. Archaeological Sites:

If archaeological sites are determined to be located in the vicinity of the project which is the subject of this Agreement, a halt work condition is required to allow a State-certified archaeologist to assess findings and all work to continue in non-archaeological areas.

4. Equal Employment Opportunity

Compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR part 60).

5. Federal Acquisition Regulation, 48 CFR, Part 31.

§6 Section 601 Reporting Requirements is amended to read:

A. General Reporting: Contractor shall furnish to City at the times and on the forms and formats, electronically or manually, as City may require all records, reports, data and information pertaining to matters covered by this Agreement.

B. Program Reporting: Contractor shall submit to the City the following program reports as identified below. Contractor shall submit to City all required documents in accordance with all City procedures and directives, which are incorporated herein by reference.

1. Monthly Fiscal Report

Contractor shall submit bi-monthly fiscal reports as prescribed by City that identify their expenditures

2. Closeout Report

a. Within 45 calendar days following the termination of this Agreement, the Contractor shall submit to City, on forms provided by City, a complete and accurate final closeout invoice, including accruals of allowable expenditures and a remittance for all unearned grant funds as identified in the close-out. Final requests to modify Budget shall be submitted to City before final closeout. By submission of the closeout invoice, the Contractor certifies that: i) costs reported and payments requested are valid and consistent with the terms of the Agreement; and, ii) cash

payments received from the City shall be used to pay only for expenditures reported in the final closeout invoices. Costs reported are subject to City verification.

- b. In the event that Contractor does not submit a final closeout or other required documentation within the prescribed time frame, City reserves the right to unilaterally closeout the Agreement and use the invoice then on file with City for determination of the Contractor's final allowable expenditures. The City will not reimburse the Contractor for expenditures reported after the 45-day closeout date following the termination of this Agreement.

§7 Except as herein amended, all terms and conditions of the Agreement, including all certifications and exhibits previously executed, shall remain in full force and effect in the time periods specified therein.

§8 This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes twelve (12) pages and one exhibit that constitutes the entire understanding and Agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:
CARMEN TRUTANICH, City Attorney

Executed this _____ day of _____, 2013

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

Date _____

ATTEST:

JUNE LAGMAY, City Clerk

By: _____
ANTONIO R. VILLARAIGOSA
Mayor

By _____
Deputy City Clerk

Executed this _____ day of _____, 2013

Date _____

For: Los Angeles Conservation Corps
A California nonprofit corporation

(Contractor's Corporate Seal)

By: _____
Print Name:
Title:

By _____
Print Name:
Title:

City Business License Number:
Internal Revenue Service Number:
Council File/CAO File Number 12-0923 Date of approval: June 29, 2012
Said Agreement is Number 119163 of City Contracts, Amendment Number 3