



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Housing Development Bureau

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April 30, 2015

Council Files:	07-2438-S8 10-0685 11-0223
Council District:	Citywide
Contact Persons:	
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The Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

COMMITTEE TRANSMITTAL: LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT RECOMMENDATIONS FOR VARIOUS ACTIONS REGARDING NEIGHBORHOOD STABILIZATION PROGRAM SUB-RECIPIENT AGREEMENT WITH RESTORE NEIGHBORHOODS LA, INC.

SUMMARY

The Los Angeles Housing + Community Investment Department (HCIDLA), formerly known as the Los Angeles Housing Department, was authorized by the Mayor and City Council as the administrator of the City's Neighborhood Stabilization Program (NSP) grant funds to provide homeownership and rental opportunities by renovating some of the most blighted and dilapidated foreclosed residential properties as affordable energy-efficient livable homes in identified areas of greatest need throughout the City (C.F. 07-2438-S8, 10-0685, 10-0799, 11-0223 and 11-0223-S1). On October 15, 2008, the Mayor and City Council also authorized HCIDLA to establish a non-profit holding company for the purpose of implementing the NSP (C.F. 07-2438-S8). As a result Restore Neighborhoods LA, Inc. (RNLA) was incorporated shortly thereafter as a California non-profit property holding and development organization.

On March 1, 2009, HCIDLA entered into a NSP grant sub-recipient agreement (Agreement) with RNLA, (City contract C-115683).

The Agreement along with its eight amendments, includes provisions for RNLA to carry out the City's NSP by purchasing and renovating NSP-eligible foreclosed residential properties to be targeted to low and moderate-income households. The Agreement also includes a Bridge Loan from the City's Municipal Housing Finance Fund (MHFF Bridge Loan) in the amount of \$700,000 to be repaid at the end of the

contract term or upon termination of the Agreement. The current Agreement is for an amount not to exceed \$140.7 million in NSP grant funds. The expiration date was February 28, 2015. However, there are still several NSP-related activities related to the sunset of the grant program that RNLA will need to perform. HCIDLA herein requests for authority to execute the ninth amendment to City contract C-115683 to add technical language that supports the City's NSP grant close-out activities.

RECOMMENDATIONS

The General Manager, HCIDLA, respectfully requests:

- I. That your Office schedule this transmittal in the next available meeting(s) of the appropriate City Council Committee(s) for consideration and forward it to the full City Council for approval immediately thereafter.

- II. That the City Council, subject to the approval of the Mayor, take the following actions:
 - A. AUTHORIZE the General Manager, HCIDLA, or designee, to negotiate and execute the ninth amendment to the Professional Services and Rehabilitation Agreement with RNLA (Contract C-115683), subject to approval as to form by the City Attorney, to include the following provisions:
 - i. Extend the contract term for an additional one-year period through February 28, 2016 for grant close-out activities;
 - ii. Increase the total amount by \$94,330, from \$140,717,586 to an amount not to exceed \$140,811,916 for the provision of program administration activities;
 - iii. Add language to the contract authorizing RNLA to sell or otherwise liquidate excess or unused furniture, fixtures and equipment, subject to all applicable federal or other regulations; and, return the proceeds from those dispositions to the City as NSP program income;
 - iv. Add language to the contract to allow for additional allowable uses of \$55,000 in Municipal Housing Finance Funds (MHFF) funds, previously allocated for the purpose of reimbursing RNLA for origination fees and interest on a line of credit obtained by RNLA with Enterprise Community Loan Fund (C.F. 11-0223), to also include payment for fees or other NSP-eligible expenses for which grant funds are unavailable; and
 - v. Extend the payoff date of the \$700,000 MHFF Bridge Loan to forty-five (45) days after the end of the Agreement.

 - B. AUTHORIZE the Controller to:
 - i. Transfer appropriations within the following funds and accounts:

	Fund	Account	Title	Amount
From:	52J/43	43F304	Admin Reserve	\$24,978
To:	52J/43	43F830	NSP 2/ARRA Program Admin	24,978

From:	53T/43	43G304	Admin Reserve	\$54,400
To:	53T/43	43G820	Program Administration	54,400

- ii. Expend funds upon proper demand of the General Manager of HCIDLA, or designee, as follows:

Fund	Account	Title	Amount
50T/43	43E820	NSP Program	\$14,952
52J/43	43F830	NSP 2/ARRA Program Admin	24,978
53T/43	43G820	Program Administration	54,400
		Total	\$94,330

- iii. On as-needed basis, as proceeds from sale of furniture, fixtures and equipment are received, appropriate to funds and accounts as follows:

Fund	Account	Title
50T/43	43E818	NSP Program Operation
50T/43	43E820	NSP Program
52J/43	43F304	Admin Reserve
52J/43	43F868	NSP 2/ARRA Program Admin
53T/43	43G304	Admin Reserve
53T/43	43G818	Program Operation

C. AUTHORIZE the General Manager, HCIDLA, or designee, to prepare Controller instructions and make any necessary technical adjustments that are consistent with the Mayor and Council actions on this matter, subject to the approval of the Office of City Administrative Officer, and authorize the City Controller to implement those instructions; and,

D. AUTHORIZE the General Manager, HCIDLA, or designee, to execute a retroactive Permit to Enter with RNLA for the former Hyde Park Branch Library site located at 6527 Crenshaw Boulevard for records storage purposes.

BACKGROUND

Since February 2009, the City has received three funding rounds of NSP grant funds (NSP1, NSP2 and NSP3 grants, respectively) awarded by the U.S. Department of Housing and Urban Development (HUD) for a total cumulative award of \$142.6 million. To date, HCIDLA has disbursed over \$166.2 million in NSP grant funds, consisting of \$137 million from the original award received during the three NSP funding rounds and \$29.2 million in program income funds, for the acquisition and rehabilitation or new construction of over 900 affordable rental and homeownership housing units from foreclosed, vacant, or abandoned properties. With respect to HUD grant performance requirements, HCIDLA successfully met the 100 percent expenditure goals of the NSP1, NSP2, and NSP3 grants.

To implement the City’s NSP, HCIDLA was authorized on October 15, 2008 by the Mayor and City Council to establish a non-profit holding company (C.F. 07-2438-S8). In collaboration with Enterprise Community Partners (Enterprise), a national 501(c)(3) organization promoting affordable housing and sustainable communities, HCIDLA formed RNLA to effectuate the intent of the Mayor and City Council; and,

subsequently entered into a Professional Services and Rehabilitation Agreement (City contract C-115683) on March 1, 2009. Under the terms of the Agreement, RNLA was authorized as the City's sub-recipient of NSP funds to provide the acquisition, completion, and sale of NSP-funded properties, and successfully participated as a key partner in the City's strategy to meet the rigorous NSP expenditure deadlines required by HUD.

HCIDLA proposes the execution of the ninth contract amendment to the NSP sub-recipient contract with RNLA to extend the time of performance for Contract C-115683 to support the City's NSP grant close-out activities up to 2016. In addition, the contract amendment will include technical language that will allow for RNLA to liquidate furniture and equipment purchased with NSP funds. All proceeds earned from liquidation will be returned to the City as NSP program income. HCIDLA also proposes to add language related to the \$55,000 in MHFF funds that was added to the contract in the 3rd Amendment (C.F. 11-0223). The \$55,000 was initially approved to reimburse RNLA for origination fees and interest on a line of credit obtained by RNLA with Enterprise Community Loan Fund. The proposed ninth amendment will expand the use of the \$55,000 in MHFF funds and allow for unreimbursed NSP grant program costs to be eligible for reimbursement by MHFF.

The MHFF Bridge Loan in the amount of \$700,000 that was authorized as part of the sub-recipient agreement was utilized by RNLA to pay eligible HUD NSP administrative and operating costs prior to submitting said costs to City for reimbursement from said funds. The entire \$700,000 loan was added in the 1st and 3rd amendment and is proposed to be repaid to the City within forty-five (45) days of the end of the term of the Agreement. Extending the agreement by one year will also extend the payment date of the loan until 2016. Receipt of those funds was anticipated in the current program year budget.

It is further recommended that the Agreement be amended to include a one-time increase of \$94,330 in NSP funds for program administration expenses not eligible as program delivery costs. HCIDLA anticipates that NSP grant activities will continue into Fiscal Year 2015-16. RNLA will perform NSP-related activities in support of the sunset of the grant program. As such, HCIDLA estimates that RNLA will incur NSP-eligible administrative expenses up to \$94,330 until the contract expiration date.

As the NSP program begins to close out, RNLA has downsized staff and relocated to smaller offices. To save on operating costs, HCIDLA allowed RNLA to store NSP grant-related records temporarily at the former Hyde Park Branch Library. This vacant HCIDLA asset was transferred as a part of the dissolution of the Community Redevelopment Agency of Los Angeles. HCIDLA requests for retroactive approval for a Permit to Enter, to allow for RNLA to continue to use this space to store the City's NSP grant-related records rather than renting a commercial storage facility.

FISCAL IMPACT STATEMENT

The execution of the proposed ninth contract amendment to the NSP sub-recipient agreement is fully grant funded and would not have an impact on the General Fund. The recommendations in this transmittal will allow for the continuation of affordable housing program activities and grant close-out for one year. Retroactive approval of the Permit to Enter related to the Hyde Park Library would have de minimus impact on the General Fund. However, it represents a \$4,000 annual savings to the NSP Administrative budget.

Prepared By:



TIMOTHY ELLIOTT
Manager, Housing Finance and Development

Reviewed By:



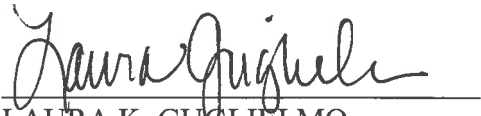
MANUEL BERNAL
Director of Housing

Reviewed By:



HELMI A. HISSERICH
Assistant General Manager

Reviewed By:



LAURA K. GUGLIELMO
Executive Officer

Approved By:



RUSHMORE D. CERVANTES
General Manager

Attachment: Draft Agreement

NINTH AMENDMENT
TO AGREEMENT NUMBER C-115683 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
RESTORE NEIGHBORHOODS LA, INC.

RELATING TO THE NEIGHBORHOOD STABILIZATION PROGRAM

THIS NINTH AMENDMENT to Agreement Number **C-115683** 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 **RESTORE NEIGHBORHOODS LA, INC.** ("RNLA"), a California nonprofit public benefit corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services and act as the City's sub recipient of the United States Department of Housing and Urban Development ("HUD") Neighborhood Stabilization Program ("HUD NSP") grant funds for the purpose of implementing the City's Neighborhood Stabilization Program ("NSP") in acquiring, rehabilitating, and disposing of abandoned and foreclosed-upon homes and residential properties in accordance with federal law and HUD regulations, said Agreement effective March 1, 2009 (Council File Number 07-2438-S8), and subsequently amended (Council File Numbers 09-2721, 10-0685, 10-0799, 11-0223 & 11-2106), which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, the original funding for the Agreement are pursuant to the Funding Approval and Grant Agreement Number B-08-MN-06-0512 executed between the City and HUD on February 27, 2009 (refer to Council File Number 07-2438-S8 dated February 25, 2009, Mayor concurred on March 9, 2009), for the City to receive an allocation of HUD Neighborhood Stabilization Program funds authorized under the Housing and Economic Recovery Act of 2008 ("HERA") (Public Law 110-289 (July 30, 2008)) ("NSP 1 funds"); and

WHEREAS, the City and the Contractor entered into a First Amendment to the Agreement, effective April 20, 2010 (Council File Number 09-2721), for the purpose of providing the Contractor with Two Hundred Fifty Thousand Dollars (\$250,000) of Municipal Housing Finance Funds ("MHFF Funds") to be utilized as cash advances to pay eligible HUD NSP administrative and operating costs which shall be reimbursed to City; and

WHEREAS, the City and HUD entered into Funding Approval and Grant Agreement Number B-09-LN-CA-0046 on June 22, 2010 (refer to Council File Number 10-0799 dated June 18, 2010, Mayor concurred on June 23, 2010), for the City to receive an allocation of the second award of HUD Neighborhood Stabilization Program funds ("NSP 2 funds") authorized under the American Reinvestment and Recovery Act of 2009 (Public Law 111-005 (February 17, 2009)) ("ARRA"); and

WHEREAS, the City and the Contractor entered into a Second Amendment to the Agreement, effective November 10, 2010 (Council Files 10-0799 and 10-0685), for the purpose of increasing the amount of the Agreement by Fifty Three Million Two Hundred Thirteen Thousand Seven Hundred Fifty One Dollars (\$53,213,751) with a portion of NSP 2 Funds in an amount not to exceed Forty Five Million Dollars (\$45,000,000) plus the reallocation of NSP 1 Funds from the Walk In Program in an amount not to exceed Eight Million Two Hundred Thirteen Thousand Seven Hundred Fifty One Dollars (\$8,213,751),

for a maximum Agreement amount of Seventy Seven Million Two Hundred Fifty Nine Thousand Seven Hundred Fifty Four Dollars (\$77,259,754); and extending the time of performance to March 31, 2014; and

WHEREAS, the City and the Contractor entered into a Third Amendment to the Agreement, effective May 11, 2011 (City Council File Numbers 09-2721 and 11-0223), for the purpose of (1) revising the terminology of the MHFF Advance Funds to MHFF Bridge Loan Funds and by increasing the MHFF Bridge Loan Funds with the City's Municipal Housing Finance Fund ("MHFF Funds") by adding Four Hundred Fifty Thousand Dollars (\$450,000) to the MHFF Bridge Loan amount of Two Hundred Fifty Thousand Dollars (\$250,000) for a new total MHFF Bridge Loan amount not to exceed Seven Hundred Thousand Dollars (\$700,000); (2) revising the Compensation and Method payment to allow for the utilization of additional MHFF Funds to reimburse Contractor in the amount of Fifty Five Thousand Dollars (\$55,000) to pay for approved origination fees and interest on the line of credit obtained by Contractor pursuant to the agreement with Enterprise Community Loan Fund dated July 21, 2010; (3) increasing the total contract amount, to reflect the aforementioned addition of MHFF Funds, to Seventy Eight Million Fourteen Thousand Seven Hundred Fifty-Four Dollars (\$78,014,754), consisting of funding sources from the first award allocation of HUD Neighborhood Stabilization Program Funds ("NSP1 Funds") in the amount of Thirty Million Forty-Two Thousand Seven Hundred Fourteen Dollars (\$30,042,714); NSP2 Funds in the amount of Forty-Seven Million Two Hundred Seventeen Thousand Forty Dollars (\$47,217,040); and

WHEREAS, the City and HUD entered into Funding Approval and Grant Agreement Number B-11-MN-06-0512 on March 2, 2011 (refer to Council File Number 11-0223-S1 dated March 4, 2011, Mayor concurred on March 4, 2011), for the City to receive an allocation of the third award of HUD Neighborhood Stabilization Program funds ("NSP 3 funds") authorized under section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Public Law 111-203 (July 21, 2010)) (Dodd-Frank Act) ("WSRA"), HERA and ARRA; and

WHEREAS, the City and the Contractor entered into a Fourth Amendment to the Agreement, effective July 1, 2011 (Council File 11-0223), for the purpose of increasing the amount of the Agreement by Four Million Eight Hundred Thirty One Thousand Five Hundred Fifty Eight Dollars (\$4,831,558) with a portion of NSP3 Funds for program operation expenses in an amount not to exceed Four Million Four Hundred Forty Four Thousand Dollars (\$4,444,000) plus a portion of NSP 3 Funds for program administrative expenses in the amount of Three Hundred Eighty Seven Thousand Five Hundred Fifty Eight Dollars (\$387,558); and

WHEREAS, the City and the Contractor entered into a Fifth Amendment to the Agreement, effective December 13, 2011 (Council File 11-2106), for the purpose of increasing the amount of the Agreement, for program operations, by Twenty Six Million Six Hundred Sixteen Thousand Six Hundred Twenty Four Dollars (\$26,616,624) with a portion of NSP 2 Funds in an amount not to exceed Twenty Eight Million One Hundred Thousand Dollars (\$28,100,000) and a reduction of NSP 1 Funds as a City funding source for program operations by One Million Four Hundred Eighty Three Thousand Three Hundred Seventy Six Dollars (-\$1,483,376), for a combined total resulting in a maximum Agreement amount of One Hundred Nine Million Four Hundred Sixty Two Thousand Nine Hundred Thirty Six Dollars (\$109,462,936); and

WHEREAS, the City and the Contractor entered into a Sixth Amendment to the Agreement, effective November 1, 2012 (Council File 11-2106), for the purpose of increasing the amount of the Agreement by Seven Million Seven Hundred Ninety Two Thousand Two Hundred Twenty Three Dollars (\$7,792,223) with a portion of NSP 1 Funds in an amount not to exceed Three Million One Hundred Twenty Nine Thousand and Nine Dollars (\$3,129,009) for program operations and a portion of NSP 2 Funds in an amount not to exceed Two Million Six Hundred Sixty Three Thousand Two Hundred Fourteen

Dollars (\$2,663,214) for program operations, and a portion of NSP 3 Funds in an amount not to exceed Two Million Dollars (\$2,000,000) for program operations, resulting in a maximum Agreement amount of One Hundred Seventeen Million Two Hundred Fifty Five Thousand One Hundred Fifty Nine Dollars (\$117,255,159); and

WHEREAS, the City and the Contractor entered into a Seventh Amendment to the Agreement, effective January 1, 2013 (Council File 11-2106-S1), for the purpose of increasing the amount of the Agreement by the maximum gross amount of up to Twenty Two Million Seven Hundred Forty Four Thousand Eight Hundred Forty One Dollars (\$22,744,841) for program operations, which consists of NSP 1 funds in an amount not to exceed Thirty Million Three Hundred Thirty Thousand One Hundred and One Dollars (\$30,330,101); and NSP 2 funds in an amount not to exceed Seventy Five Million Seven Hundred Sixty Three Thousand Two Hundred Fourteen Dollars (\$75,763,214); and NSP 3 funds in an amount not to exceed Six Million Four Hundred Forty Four Thousand Dollars (\$6,444,000) plus Twenty Two Million Seven Hundred Forty Four Thousand Eight Hundred Forty One Dollars (\$22,744,841) in additional NSP grant funds that consist of a combination of NSP 1, NSP 2 and NSP 3 funds that will be generated from Program Income received during the period beginning July 1, 2012 up to the effective date of the future grant close-out agreement executed by the City and HUD resulting in a maximum Agreement amount of One Hundred Forty Million Dollars (\$140,000,000); and

WHEREAS, the City and the Contractor entered into the Eight Amendment to the Agreement effective May Council File Number 11-2106-S3 dated June 19, 2013 for the purposes of Increasing the amount of the Agreement by the maximum gross amount of up to Seven Hundred Seventeen Thousand Five Hundred Eighty Six Dollars (\$717,586), for a maximum agreement amount of One Hundred Forty Million Seven Hundred Seventeen Thousand Five Hundred Eighty Six Dollars (\$140,717,586), consisting of: increasing the amount of NSP 1 Funds for administrative expenses to the Agreement by One Hundred Forty Three Thousand Five Hundred Eleven Dollars (\$143,511); NSP 2 Funds for administrative expenses by Five Hundred Two Thousand Three Hundred Ten Dollars (\$502,310); and, NSP 3 Funds for administrative expenses by Seventy One Thousand Seven Hundred Fifty Nine Dollars (\$71,759); and Extending the time of performance with an additional twelve (12) months for a new ending date of February 28, 2015.

WHEREAS, Section §706, Amendments, of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (Council File Number 07-2438-S8 dated April 30, 2015) and the Mayor concurred on Month Day, 2015), and Section 14.8 of the Los Angeles Administrative Code, which authorizes the General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) formerly known as Los Angeles Housing Department to prepare and execute an amendment to the Agreement for purposes as follows:

- i. Extend the contract term for an additional one-year period through February 28, 2016 for grant close-out activities;
- ii. Augment the total contract award by \$94,330 utilizing, NSP 2 funds increasing from \$140,717,586 to an amount not to exceed \$140,811,916 for the provision of program administration activities;

- iii. Delineate the terms by which RNLA will be authorized to sell or otherwise liquidate excess or unused furniture, fixtures and equipment, subject to all applicable federal or other regulations; and, return the proceeds from those dispositions to the City as NSP program income;
- iv. Expand the allowable uses of \$55,000 in Municipal Housing Finance Funds (MHFF) funds, previously allocated for the purpose of reimbursing RNLA for origination fees and interest on a line of credit obtained by RNLA with Enterprise Community Loan Fund (C.F. 11-0223), to also include payment for Fees or other NSP-eligible expenses for which grant funds are unavailable; and
- v. Extend the payoff date of the \$700,000 MHFF Loan to forty-five (45) days from the end of the Agreement.

WHEREAS, this 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 March 1, 2015 as follows:

AMENDMENT

§1. Amend the RECITALS by adding the following:

“WHEREAS, the City Council and Mayor authorized the General Manager of the Los Angeles Housing Department to amend this Agreement to reflect an increase in the total contract amount by Ninety Four Thousand Three Hundred Thirty Six Dollars (\$94,330), for a maximum agreement amount of One Hundred Forty Million Eight Hundred Eleven Thousand Nine Hundred Sixteen Dollars (\$140,811,916), pursuant to Council File Number 07-2438-S8.

§2. Amend Section §201, Time of Performance, by deleting Subsection A and replace with the following paragraph:

“A. The term of this Agreement shall commence on March 1, 2009 and end February 28, 2016 for a maximum contract term of seven (7) years. Said term is subject to the provisions herein, including: Contractor's continuing compliance with applicable Federal, State, and local government legislation; and, the City's evaluation of Contractor's performance. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.”

§3. Amend Section §301 Compensation and Method of Payment, by deleting Subsection C2 MHFF Funds – Origination Fees and Interest under HUD NSP Funds.

§4. Amend Section 504. Purchase or Lease of Equipment by deleting item C in its entirety and replace with the following: Contractor shall be authorized to sell or otherwise liquidate excess or unused furniture, fixtures and equipment, subject to all applicable federal or other regulations; and, return the proceeds from those dispositions to the City as NSP program income.

- §5 Amend Exhibit I City Promissory Note by revising Section 11 (a) to read February 28, 2016.
- §6 Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §7. This Amendment is executed in four (4) duplicate originals, each of which is deemed to be an original. This Amendment includes five (5) pages which constitute the entire understanding and agreement of the parties.

DRAFT

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:

Executed this _____ day of _____, 2015

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By: _____
Deputy/Assistant City Attorney

Housing and Community Investment Department
RUSHMORE D. CERVANTES

Date: _____, 2013

General Manager

ATTEST:

HOLLY WOLCOTT, City Clerk

of _____, 2015

By: _____
Deputy City Clerk

For: RESTORE NEIGHBORHOODS LA, INC.

Date: _____, 2013

By: _____
Jeffrey Schaffer
President, Board of Directors

(Contractor's Corporate Seal)

By: _____
John Perfitt
Executive Director

City Business License Number: 0002445935-0001-9

Internal Revenue Service Number: 26-4142930

Council File Number	Contract/Amendments	Council & Mayoral Approval Dates
11-2106-S1	8 TH Amendment	6/19/13 & 6/25/15
11-2106-S1	7 th Amendment	01/16/13 & 01/17/13
11-2106	6 th Amendment	11/21/12
11-2106	5 th Amendment	12/13/11
10-0799	4 th Amendment	07/27/11
11-0223		02/25/11 & 02/28/11
11-0223	3 rd Amendment	02/25/11 & 02/28/11
10-0685	2 nd Amendment	06/23/10 & 06/25/10
10-0799		06/18/10 & 06/23/10
09-2721	1 st Amendment	11/25/09 & 12/08/09
07-2438-S8	Original Contract	02/25/09 & 03/09/09

Said Agreement is the Ninth Amendment of Agreement Number C-115683 of City Contracts.