

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: May 24, 2107

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of the City Clerk

CONTACT PERSON: Cindy Hernandez PHONE: 213-978-1185

CONTRACT NO.: C-128758 COUNCIL FILE NO.:

ADOPTED BY COUNCIL: N/A
DATE
APPROVED BY BPW: N/A
DATE

NEW CONTRACT _____
AMENDED AND RESTATED 01
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Los Angeles Conservation Corps

TERM OF CONTRACT: 07/01/2016 THROUGH: 12/31/2017

TOTAL AMOUNT: \$235,000

PURPOSE OF CONTRACT:

To increase funding \$110,000 for an aggregate contract amount of \$235,00

ORIGINAL

RESTATED AND AMENDED AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
LOS ANGELES CONSERVATION CORPS INC.(CONTRACT C-128758)

This Agreement ("Agreement" herein) to partly fund services provided by the Los Angeles Conservation Corps Inc is entered into between the City of Los Angeles, a municipal corporation, ("CITY" herein), and the Los Angeles Conservation Corps Inc., a private non-profit corporation, ("CONTRACTOR" herein). This contract consists of 8 pages, 7 exhibits, and 2 attachments with reference to the following facts:

RECITALS

- A. WHEREAS, Council by recommendation of the Tenth District Councilmember (reference: Council File 11-0086) approved an allocation from the Council District 10 portion of the AB1290 Fund 53P of one hundred twenty-five thousand dollars (\$125,000) to partially fund the CONTRACTOR's activities. The CONTRACTOR understands that said funds will be disbursed to it only in accordance with the provisions of this Agreement.
- B. WHEREAS, The CONTRACTOR warrants and represents that funds provided by the CITY pursuant to this Agreement will only be used for the activities described in Paragraph 2.
- C. WHEREAS, The CONTRACTOR's mission is to provide at-risk youth, adults and school-aged children with the opportunities for success through job skills training, education and work experience with an emphasis on conservation and service projects that benefit the community. Since their founding in 1986, the Contractor has become a national leader in youth and workplace development. The Contractor is currently the largest urban conservation corps in the nation with a full-time staff of over 150 employees who serve over 17,000 young people each year. In regards to the funding for this Agreement, the Contractor will provide crews multiple times a week to sweep, empty trash receptacles, replace trash liners and properly dispose of debris and recyclable materials along Pico Boulevard and Washington Blvd in Council District 10.
- D. WHEREAS, The CONTRACTOR's efforts through programs and services for at-risk youth and young adults to help them develop the skills necessary to become self-sufficient, responsible citizens who will positively contribute to their communities and quality of life for the residents of the CITY; and therefore, the CONTRACTOR'S services constitute a public purpose for which financial assistance may be provided.
- E. WHEREAS, an Agreement was executed on December 20th, 2016 for one hundred twenty-five thousand dollars (\$125,000) to provide crews multiple times a week to sweep, empty trash receptacles, replace trash liners and properly dispose

of debris and recyclable materials along Pico Boulevard and Washington Blvd in Council District 10

- F. WHEREAS, the services under the Agreement will continue nine additional months and the total allowable compensation will be increased an additional one hundred ten thousand dollars (\$110,000). that may include, but not limited to, salaries, employee benefits, project materials, uniforms, and transportation costs. The total contract aggregate amount will be increased to two hundred thirty-five thousand dollars (\$235,000).

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the above premises and of the covenants, agreements and representations set forth below, hereby covenant, agree and represent as follows:

1. TERM OF AGREEMENT

This term of Agreement will commence on July 1, 2016 and terminate on December 31, 2017.

2. CONTRACTOR'S ACTIVITIES

The CONTRACTOR will utilize funds procured under this Agreement to defray general operating costs that include, but are not limited to, salaries, employee benefits, equipment purchases, equipment rentals, office supplies and communications for the emptying trash cans along Pico Boulevard and Washington Boulevard in Council District 10. An agreement herein referred to as Attachment 1, is in place between the CITY and the CONTRACTOR pertaining to indirect costs which allow for up to but no more than 18.2% in an amount not to exceed forty-two thousand, seven hundred seventy dollars (\$42,770) of the total aggregate amount of this Agreement specified in Paragraph 3. No supporting documentation is required for supporting advanced funds unless required during an audit by Office of the Controller of the City of Los Angeles. Sick and/or vacation accrual may be allowed under the indirect costs but not as a separate expense for this Agreement as these are banked funds and not expended; and therefore are not allowed as supporting documentation of expenses. Funds procured under this Agreement may not be used to pay for the creation of any item including articles of clothing or printed material that contains the name or image of any Los Angeles City elected official pursuant to City ethics guidelines. The CONTRACTOR will obtain all necessary licenses and permits and shall suitably inform the public that the CONTRACTOR'S activities are partially funded by the City.

3. AMOUNT OF PAYMENT

The CONTRACTOR will be paid by the CITY for allowable costs incurred in engaging in the activities set forth in Paragraph 2 hereof during the term of this Agreement in a total amount not to exceed two hundred thirty-five thousand dollars (\$235,000) by submitting a REQUEST FOR PAYMENT including therein a budget which indicates the costs to be incurred by the CONTRACTOR for which payment is requested in a form

substantially similar to ATTACHMENT A. Said costs will be allowable if they relate to the activities performed by the CONTRACTOR as described in Paragraph 2 hereof.

4. REQUEST FOR ADVANCE PAYMENT

a. Upon this Agreement becoming effective, the CONTRACTOR may submit a first request for advance payment. The first request for advance payment will be in an amount not to exceed sixty thousand five hundred dollars (\$62,500). Once the first advance has been provided to the CONTRACTOR, no further payments will be disbursed to the CONTRACTOR until the first advance has been expended.

b. The CONTRACTOR may submit a subsequent request for advance payment after the CITY's representative has approved documentation that substantiates the first advance payment. The second request for advance payment will be in an amount not to exceed sixty thousand five hundred dollars (\$62,500). The third and forth requests for advance payment will be in an amount not to exceed fifty-five thousand dollars (\$55,000). Copies of documentation to support all the expenditures of the first advance must be submitted to and approved by the CITY's representative prior to disbursement by the CITY of the second advance payment.

c. REQUESTS FOR PAYMENT submitted by the CONTRACTOR must include a budget that indicates the estimated costs to be incurred by the CONTRACTOR for which payment is requested. REQUESTS FOR PAYMENT must be submitted in a form substantially similar to Attachment A and must be signed under PENALTY OF PERJURY by the CONTRACTOR'S representative designated in this Agreement. The total amount of all submitted REQUESTS FOR PAYMENT will not exceed the amount specified in Paragraph 3.

d. Documentation submitted by the CONTRACTOR to support expenditures includes but is not limited to copies of such items as receipts; invoices matched with canceled checks, invoices marked "Paid", payroll registers, internal hiring documents and time sheets. Bank statements may be requested to support submitted documentation at the discretion of the CITY.

5. PAYMENT

a. Upon approval of each REQUEST FOR PAYMENT by the CITY's representative, the CITY will pay the CONTRACTOR the approved amount for allowable costs, which in total, will not exceed the sum of Paragraph 3.

b. No later than February 14, 2018 the CONTRACTOR must submit a CLOSE-OUT STATEMENT prepared on the form attached hereto as ATTACHMENT B and either a comprehensive unaudited financial statement or a copy of an audit report prepared by an independent Certified Public Accountant (CPA). Said CLOSE-OUT STATEMENT must include documentation, which supports expenditure of any costs, which have not previously been submitted to and approved by the CITY's representative.

c. Any portion of any advance payment made and not expended or obligated by the CONTRACTOR or not approved by the CITY's representative must be paid back to the CITY no later than February 14, 2018. Such payment will accompany the CLOSE-OUT STATEMENT.

d. The CONTRACTOR must submit any REQUEST FOR PAYMENT during the period commencing from the effective date of the Agreement up to the due date of the CLOSE-OUT STATEMENT. The CITY will have no obligation to pay any REQUEST FOR PAYMENT after said period.

e. The CITY will not be obligated to fund the CONTRACTOR for any subsequent fiscal year appropriations which may be made by the CITY's Council until such CLOSE-OUT STATEMENT and financial report has been submitted to and approved by the CITY's representative.

6. MONIES TO BE USED FOR CURRENT EXPENSES

The monies expended by the CITY hereunder are to be used by the CONTRACTOR to meet expenses incurred during the term of this Agreement. The CONTRACTOR may not submit a REQUEST FOR PAYMENT, nor will the CITY pay, any portion of any liability of the CONTRACTOR existing prior to or subsequent to the term of this Agreement.

7. ESTABLISHMENT OF SEPARATE ACCOUNTS AND RECORDS

Any and all funds disbursed by the CITY to the CONTRACTOR and any interest and proceeds generated thereby will be held in trust for the purposes of this Agreement and must be placed in a separate account solely for those funds, and all allowable expenditures will be drawn from that account. Any funds remaining in said account which are in excess of the allowable expenditures as provided herein must be returned to the City within forty-five (45) calendar days after the termination date of this Agreement.

8. BOOKS OF ACCOUNT-FINANCIAL RECORDS

The CONTRACTOR will maintain and preserve books of account and records of financial transactions regarding the expenditure of CITY funds pursuant to this Agreement. Said books and records must accurately reflect monies received from the CITY and any interest earned thereon, by date and amount, and CITY monies expended by name of vendor, description of goods or services purchased, date of purchase, and price. The CONTRACTOR will retain such books and records for at least three years following the expiration date of this Agreement. At any time during the term of this Agreement, or within three years following the final payment hereunder or the expiration date of the Agreement, whichever date is later, said books and records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S Representative.

9. RATIFICATION

At the City's request and because of the need therefore, Contractor began performance of the services required hereunder, July 1, 2016. The City hereby ratifies and accepts those services performed in accordance with the Agreement and authorizes payment therefore as provided by the terms of this Agreement.

10. CONTRACT REPRESENTATIVES

i. CONTRACTOR'S Representative

The CONTRACTOR hereby appoints Wendy Butts, to represent the CONTRACTOR with respect to all matters connected with this Agreement. Said Representative(s) will be personally responsible for submitting and signing all of the forms and statements as required by this Agreement.

ii. CITY's Representative

The Councilmember of the Tenth District, or his designee will represent the CITY with respect to all matters connected with this Agreement, provided, however, that any matter which would increase the CITY's financial obligation hereunder will require the approval of the CITY's Council and Mayor.

11. NOTICES

The following addresses will serve as the places to which notices and other correspondence between the parties will be sent:

CONTRACTOR'S address: **Los Angeles Conservation Corps Inc**
 Attn: Wendy Butts
 605 W. Olympic Blvd, Ste. 450
 Los Angeles, CA 90015

CITY'S address: **City of Los Angeles**
 Office of the City Clerk
 Administrative Services Division
 Attn: AB1290 Analyst
 200 North Spring Street, Room 224
 Los Angeles, CA 90012

12. SEPARATION OF CHURCH AND STATE

The CONTRACTOR agrees that it will not use funds provided through this Contract for any religious or sectarian purposes. The CONTRACTOR further agrees that it will not perform or permit the performance of religious activities in connection with this Contract and will not discriminate against any person applying for services provided under this Contract on the basis of religion.

13. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

None of the funds furnished by the CITY hereunder shall be used to support or defeat any candidate in any public election, nor to support or defeat any legislation, initiative, referendum, constitutional provision, administrative regulation, or administrative ruling, nor for any other form of political activity or lobbying.

14. FIRST SOURCE HIRING ORDINANCE (FSHO)

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. The CONTRACTOR shall, prior to the execution of the Agreement, provide to the designated administrative agency (DAA) a list of anticipated employment opportunities that the CONTRACTOR estimates they will need to fill in order to perform the services under the Agreement.

2. The CONTRACTOR further pledges that it will, during the term of the Agreement, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the CONTRACTOR shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONTRACTOR interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by the CONTRACTOR relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.

4. CONTRACTOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the CONTRACTOR intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the City's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the City shall, under appropriate circumstances, terminate this Agreement and otherwise pursue

legal remedies that may be available if the DAA determines that the subject CONTRACTOR has violated provisions of the FSHO.

15. PREVAILING WAGE

The CONTRACTOR shall abide by and obey all applicable Federal, State, and City laws, including, but not limited to, the nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code, Section 1775. The CONTRACTOR shall stipulate that in any action related to the Contract, venue shall be in the County of Los Angeles, State of California.

16. STANDARD PROVISIONS FOR AB1290 FUND AGREEMENTS

The CONTRACTOR agrees to comply with the Standard Provisions for City Contracts dated March 2009, a copy of which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

DATED: 5/24/17

THE CITY OF LOS ANGELES

a municipal corporation,

By [Signature]
Councilmember, Tenth District

DATED: 5/12/17

LOS ANGELES CONSERVATION CORPS INC

a private non-profit corporation,

By Wendy A. Butts

Title CEO

By [Signature]

Title CEO

Approved as to Form

ATTEST

MICHAEL N. FEUER,
City Attorney

HOLLY L. WOLCOTT,
City Clerk

By [Signature]
Assistant City Attorney

By [Signature]
Deputy City Clerk

Date 5/19/17

Date 5-24-17



Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

Attachment 1



HERB J. WESSON, JR.
COUNCILMEMBER, 10TH DISTRICT
PRESIDENT, LOS ANGELES CITY COUNCIL

December 9, 2016

Wendy Butts, Chief Executive Officer
Los Angeles Conservation Corps. Inc.
605 W. Olympic Boulevard, Suite 450
Los Angeles, CA 90015

Dear Ms. Butts:

INDIRECT COST RATE APPROVAL

Thank you for submitting a copy of the indirect cost rate agreement dated May 26, 2016 (Revised) from the U. S. Department of Labor. Based upon our review of the agreement and supporting documentation we are approving the following indirect cost rates:

<u>Type</u>	<u>Rate</u>	<u>Period</u>
Indirect	18.2%	07/1/16-03/31/17

These rate will be applied to the direct costs of the project with Council District Ten. If you have any questions please contact Andrew Westall at 213-473-7010, andrew.westall@lacity.org or Gladys Espinoza at 213-473-7010, gladys.espinoza@lacity.org.

Sincerely,

HERB J WESSON Jr.
President, Los Angeles City Council
10th Council District

HJW:lc:aw