

APPROVED

APR 02 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-050

DATE April 2, 2020

C.D. 6

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOUISE PARK – FACILITY IMPROVEMENTS (PRJ21240) (PRJ21357) PROJECT; APPROVAL OF FINAL PLANS; ALLOCATION OF QUIMBY AND ZONE CHANGE FEES; COMMITMENT OF PARK FEES; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(3) [MINOR ALTERATIONS TO PARKING LOTS AND PEDESTRIAN TRAILS], CLASS 1(12) [OUTDOOR LIGHTING AND FENCING FOR SECURITY AND OPERATIONS], CLASS 2 [REPLACEMENT OF EXISTING STRUCTURES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AND HAVE THE SAME FUNCTION AND CAPACITY] AND CLASS 11(6) [PLACEMENT OF MINOR ACCESSORY STRUCTURES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(c), 15302 AND 15311 OF CALIFORNIA CEQA GUIDELINES

| | | | |
|-----------|-------|------------------------------|-----------|
| AP Diaz | _____ | S. Piña-Cortez | _____ |
| H. Fujita | _____ | <i>AD</i> * C. Santo Domingo | <u>DP</u> |
| V. Israel | _____ | N. Williams | _____ |

M. Stue

 General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

1. Approve the final site plan, herein included as Attachment 1, for the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project (Project);
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer One Hundred Seventeen Thousand, Five Hundred Fifteen Dollars and Forty Cents (\$117,515.40) in Quimby Fees from the Quimby Account No. 89460K-00 to the Louise Park Account No. 89460K-LR;
3. Authorize RAP’s Chief Accounting Employee to transfer Two Thousand, Eight One Dollars and Three Cents (\$2,081.03) in Zone Change Fees from the Zone Change Account No. 89440K-00 to the Louise Park Account No. 89460K-LR;
4. Approve the allocation of One Hundred Twenty-Two Thousand, Eight Hundred Eleven Dollars and Three Cents (\$122,811.03) in Quimby Fees from the Louise Park Account No. 89460K-LR to the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project;

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5. Authorize RAP staff to commit from the following fund and work order numbers, a maximum of One Hundred Twenty Seven Thousand, One Hundred Eighty Eight Dollars and Ninety Seven Cents (\$127,188.97) in Park Fees, for the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project:

| <u>FUNDING SOURCE</u> | <u>FUND/DEPT./ACCT. NO.</u> | <u>WORK ORDER NO.</u> |
|-----------------------|-----------------------------|-----------------------|
| Park Fees | 302/89/89716H | QT073869 |
| Park Fees | 302/89/89716H | QT073820 |
| Park Fees | 302/89/89718H | QP000189 |
| Park Fees | 302/89/89718H | QP000846 |
| Park Fees | 302/89/89718H | QP000769 |
| Park Fees | 302/89/89718H | QP000142 |
| Park Fees | 302/89/89718H | QP000119 |
| Park Fees | 302/89/89718H | QP001379 |

6. Find that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(3) [Minor alterations to parking lots and pedestrian trails], Class 1(12) [Outdoor lighting and fencing for security and operations], Class 2 [Replacement of existing structures where the new structure will be located on the same site and have the same function and capacity] and Class 11(6) [Placement of minor accessory structures] of City CEQA Guidelines; and Article 19, Sections 15301(c), 15302 and 15311 of California CEQA guidelines; and direct RAP staff to file a Notice of Exemption (NOE);
7. Authorize RAP’s Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE; and,
8. Authorize RAP’s Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Louise Park is located at 7140 Louise Ave., in the Mid-Valley community of the City. This 6.70-acre facility provides a children’s play area, restroom building, and baseball diamonds for the use of the surrounding community. Additionally, 4,499 residents live within a 1/2 mile walking distance of Louise Park. Due to the facilities, features and services provided at the park, Louise Park meets the standard for a Community Park, as defined in the City’s Public Recreation Plan.

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PROJECT SCOPE

The proposed Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project includes demolition and removal of a non-Americans with Disabilities Act (ADA) compliant restroom building, site preparation and installation of a pre-fabricated ADA-compliant restroom building, parking lot and path of travel improvements, LED lighting upgrades, ball field fencing and backstop replacement and installation of a new drinking fountain.

The existing restroom building consists of a men's and women's restroom with a single lavatory and single water closet each and a storage area for maintenance staff. The new proposed pre-fabricated restroom will consist of two ADA-compliant all gender restrooms and new storage area and will be located in the same area as the removed restroom.

PROJECT FUNDING

The Los Angeles City Council previously approved the use of Community Block Development Grant (CDBG) funds for this Project in the amount of Eight Hundred Thousand Dollars (\$800,000.00) through Council File (C.F) Nos. 18-0968 and 16-1091, herein included as Attachments 2 and 3 respectively.

Upon approval of this Report, One Hundred Seventeen Thousand Five Hundred Fifteen Dollars and Forty Cents (\$117,515.40) in Quimby Fees will be transferred from the Quimby Account No. 89460K-00 to the Louise Park Account No. 89460K-LR.

Upon approval of this Report, Two Thousand Eight One Dollars and Three Cents (\$2,081.03) in Zone Change Fees will be transferred from the Zone Change Account No. 89440K-00 to the Louise Park Account No. 89460K-LR.

Upon approval of this Report, One Hundred Twenty Two Thousand Eight Hundred Eleven Dollars and Three Cents (\$122,811.03) in Quimby Fees can be allocated from the Louise Park Account No. 89460K-LR to the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project.

Upon approval of this Report, of One Hundred Twenty Seven Thousand One Hundred Eighty Eight Dollars and Ninety-Seven Cents (\$127,188.97) in Park Fees can be committed to the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) Project.

The total amount of funding available, including CDBG funds, for the Louise Park – Facility Improvements (PRJ21240) (PRJ21357) proposed Project is One Million Fifty Thousand Dollars (\$1,050,000.00).

These Quimby and Park Fees were collected within five (5) miles of Louise Park, which is the standard distance for the commitment of the Park Fees for community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

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FUNDING SOURCE MATRIX

| Source | Fund/Dept/Acct | Work Order | Amount | Percentage |
|----------------------------|------------------|--|-----------------------|-------------|
| CDBG – 43 rd PY | 424/43/43P630 | NA | \$250,000.00 | 24% |
| CDBG – 45 th PY | 424/43/43S630 | NA | \$550,000.00 | 52% |
| Park Fees | 302/89/89716H | QT073869 QT073820 | \$61,979.74 | 6% |
| Park Fees | 302/89/89718H | QP000189 QP000846 QP000769 QP000142 QP000119 QP001379 | \$65,209.23 | 6% |
| Quimby Fees | 302/89/89460K-LR | NA | \$122,811.03 | 12% |
| Total | | | \$1,050,000.00 | 100% |

PROJECT CONSTRUCTION

RAP staff has determined that sufficient funding has been identified and construction of the proposed Project is anticipated to begin in July 2020.

TREES AND SHADE

There will be no impact on existing trees or shade at Louise Park as a result of this proposed Project.

ENVIRONMENTAL IMPACT

The proposed Project consists of minor alterations of existing parking lots and pedestrian trails and of the installation of new outdoor lighting and fencing for security and operations. It includes the removal and replacement of an existing structure where the new structure will be on the same site and have substantially the same purpose and capacity. It also includes the placement of minor accessory structures. As such, staff recommends that the Board of Recreation and Park Commissioners (Board) determines that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(3), Class 1(12), Class 2 and Class 11(6) of City CEQA Guidelines and Article 19, Sections 15301(c), 15302 and 15311 of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon the Board's approval.

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FISCAL IMPACT

The approval of this allocation of Quimby Fees and commitment of Park Fees will have no fiscal impact on RAP's General Fund. The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees, Park Fees, Zone Change Fees, CDBG or funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with minimal impact to existing maintenance service at this facility.

STRATEGIC PLAN INITIANTIVES & GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 3: Create and Maintain World Class Parks and Facilities

Outcome No. 3: Increased park maintenance, with a focus on cleanliness

Key Metric: Number of high-use restroom facilities cleaned twice or more daily

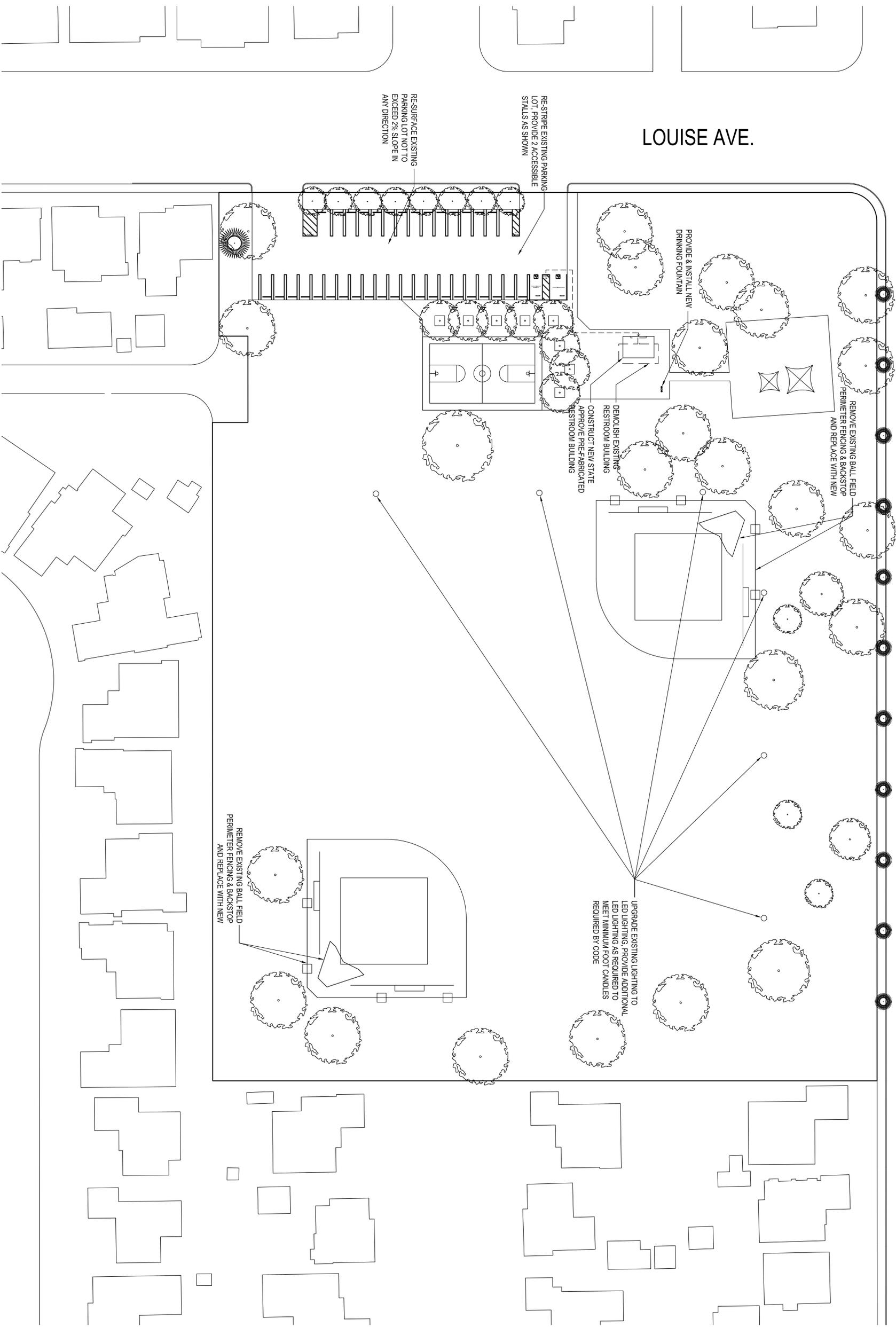
Target: One Hundred and Fifty (150) by 2022

Result: Upgrading the park restroom facility and parking lot that serves it to meet the current ADA codes, makes for a more accessible facility and a better experience for the community and staff that serve the community.

This Report was prepared by Stephen Hartounian, Architectural Associate II, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS/EXHIBITS

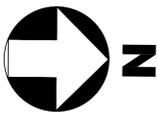
- 1) Site Plan
- 2) Council File No. 18-0968
- 3) Council File No. 16-1091



SHERMAN WAY

LOUISE AVE.

1 SITE PLAN
SCALE: 1/32" = 1'-0"



| REVISIONS: | DATE: |
|------------|-------|
| | |
| | |
| | |
| | |

PROJECT NAME:
LOUISE PARK

ADDRESS:
**7140 LOUISE AVE
LAKE BALBOA CA 91406**



THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL SUPERINTENDENT: DARRYL FORD

PROJECT ARCHITECT: _____ LIC. NO. _____

AS-BUILTS DRAWN BY: _____ DATE: _____



PLAN NAME:
SITE PLAN

DRAWING NO.
A100

DRAWN BY: SH

APPROVED BY: BG

SCALE: 1/32" = 1'-0"

ISSUE DATE: 12/04/2019

NO. NO. PRELIM

FILE NO.

SHEET 1 OF 1 SHEETS

TRANSMITTAL

To: **THE COUNCIL**

Date: **02/20/20**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over the printed name.

(Ana Guerrero) for

ERIC GARCETTI
Mayor



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Community Services & Development Bureau
1200 West 7th Street, 9th Floor, Los Angeles, CA 90017
tel 213.928.9071 | fax 213.808.8999
hcidla.lacity.org

February 18, 2020

| | |
|--------------------|----------------|
| Council File No.: | 18-0968 |
| Council Districts: | All |
| Contact Persons: | |
| Abigail R. Marquez | (213) 808-8462 |
| Julie O'Leary | (213) 922-9626 |
| Rebecca Ronquillo | (213) 808-8428 |

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

COUNCIL TRANSMITTAL: REPORT BACK ON 45th YEAR (2019-20) COMMUNITY DEVELOPMENT BLOCK GRANT EXPENDITURES AND REVISIONS TO THE HOUSING AND COMMUNITY DEVELOPMENT CONSOLIDATED ANNUAL ACTION PLAN BUDGET

SUMMARY

In accordance with Executive Directive No. 3, the General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, HCIDLA is providing updates per Mayor and Council instructions and requests authority to make changes to the 45th Program Year Housing and Community Development Consolidated Annual Action Plan (Con Plan) budget. The revised budget reflects changes in program income and prior year savings for three of the grants, Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Housing Opportunities for Persons with HIV/AIDS (HOPWA).

RECOMMENDATIONS

- I. That the Mayor review this transmittal and forward to City Council for further action;

- II. That the City Council, subject to the approval of the Mayor:
- A. APPROVE the projects in Table 1 and the revised PY 45 Con Plan budget in Attachment 1 as an amendment to the PY 45 Con Plan.
 - B. APPROVE the reprogramming of \$4,868,629.12 in CDBG available balance detailed in Attachment 2 as a source of revenue for the PY 45 Con Plan budget.
 - C. APPROVE the reprogramming of \$1,700,000 in HOPWA prior year savings as follows: \$300,000 to the Tenant-Based Rental Assistance Program, and \$1,400,000 to the Permanent Supportive Housing Connections Grant program.
 - D. AUTHORIZE the General Managers, or their designees, of program implementing departments to negotiate and execute contracts, contract amendments, and/or interdepartmental agreements as needed with the grant recipients, as identified as listed in Attachment 5 and where listed in Table 1, and consistent with Council action, in an amount not to exceed that set forth in the PY 45 Con Plan, in consultation with HCIDLA as grant administrator, and in substantial conformance with the pro forma agreements for public service activities or construction as provided in CF 06-2366, subject to City Attorney review and approval as to form and review and approval by the Public Works Bureau of Contract Administration as to compliance with the City's contracting requirements.
 - E. AUTHORIZE the General Manager of HCIDLA, or designee, to prepare and post for a 30-day public comment period a Substantial Amendment to the PY 45 Con Plan listing the revisions and submit the amendment to the U.S. Department of Housing and Urban Development (HUD) for approval.
 - F. APPROVE the Controller Instructions as detailed in Attachment 4 and authorize the General Managers, or designees, of program implementing departments to prepare any additional Controller instructions and any technical adjustments consistent with Mayor and City Council actions on this matter, subject to the approval of the Chief Legislative Analyst (CLA) and authorize the Controller to implement these instructions.
 - G. AUTHORIZE the General Manager of HCIDLA, or designee, to release a Request for Proposals for the HOPWA program for contracts effective July 1, 2021.

DISCUSSION: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

At the May 8, 2019 Housing Committee meeting, the CLA, with the assistance of the City Administrative Officer (CAO) and HCIDLA, was instructed to meet with all Departments with active CDBG projects on an as needed basis to determine if additional savings could be realized. If such savings were found,

Council further directed HCIDLA, with the assistance of the CLA, to report to Council with recommendations for new expenditures of these funds.

During October and November 2019, HCIDLA convened meetings focused on each Council District with projects funded by CDBG, and met with staff from City departments administering CDBG and the offices of the Mayor, City Council, CLA, and CAO to review CDBG projects. The status of projects was discussed, including impediments to ongoing projects, CDBG savings available for reprogramming, and the status of projects on the *CDBG Future Priority Projects* list (CF 18-0968). At these meetings, HCIDLA also gathered ideas, input, and concerns on reprogramming recommendations for this report.

As a result of these discussions, prior year savings were identified as shown in Attachment 2-CDBG Funding to be Reprogrammed, which lists CDBG accounts that have funds available for reprogramming. Available funds are from projects and programs that are complete and have unspent funds or from projects that no longer need the CDBG funds due to their cancellation, postponement, or identification of other sources of funding.

Prior Year Program Income and Allocations

During the prior program year (PY 44), not all of the projected program income materialized. Although there was some funding received to the CDBG line of credit that was not originally projected, the PY 44 budget ended up being over allocated by \$1,927,579 when comparing actual funds received and funding allocated to projects. To address this and comply with federal grant requirements, the City needs to reallocate funding from PY 44 to PY 45 for a project that has not yet started. HCIDLA recommends that \$2,000,000 from the Pio Pico Library Pocket Park be reallocated from PY 44 to PY 45 to resolve the PY 44 over allocation. This project was budgeted at \$4,000,000 in PY 44, but is still in the design phase. The Project Eligibility Proposal (PEP) and contract are not yet complete, and construction is not expected to start until 2020-21. Thus, funding for the project could be reallocated from PY 44 to 45 without having an impact.

Prior Year Program Income and the Public Services Cap

As part of the approval of the PY 45 Con Plan, City Council instructed HCIDLA to monitor public services expenditures against the PY 45 statutory spending limitation (caps) and report with recommendations for necessary adjustments in the event it is anticipated that the cap would be exceeded. Council also instructed HCIDLA to report on program income receipts.

Subsequent to Mayor and Council action approving the Con Plan, HCIDLA has closed the 2018-19 program year (PY 44) and has now had the opportunity to update and reconcile actual program income amounts received. Updated caps and program income amounts are shown on Attachment 3-CDBG Resources and Expenditure Limitation Detail, which reports the actual PY 44 program income received through June 30, 2019, and updated projections for PY 45 program income through June 30, 2020. Attachment 3 also shows updated spending caps for public services and administrative costs using the updated program income amounts.

Because less program income was received in PY 44, the public services cap for PY 45 also is reduced. The total amount of CDBG funds obligated for public services cannot exceed 15 % of the annual grant allocation plus 15 % of program income received during the prior year. The public services cap has

decreased from \$11,972,000 to \$11,895,000 with \$77,000 less available for public services. Public service projects are subject to a one-year time limit for expending funds, and several public service projects funded in PY 45 experienced delays for a number of reasons. The following includes recommendations for reprogramming public service funds from the below projects to two other public services programs with long-established infrastructure that supports spending the funds by June 30, 2020.

Move public service funds from:

Children's Savings Account: With the work the City needed to do before hiring staff for the project, staff dedicated to the project started in January, thus the project has salary savings and can absorb the reduction. A reduction of \$130,000 will not affect planned program implementation and services offered.

Eviction Defense Program (formerly Displacement Prevention Right to Counsel)/Emergency Renters Relief Program: Council File No. 18-0610 provides details on the new Eviction Defense Program, which has not yet been approved by Council (as of February 6, 2020). Due to its complexity, the time needed for Council and Mayor approval, and the time needed for completing PEPs and contracts, it is not expected that the \$937,000 allocated to the program will be expended by June 30, 2020. Council File No. 19-1239 authorized the repurposing of these funds to the Emergency Renters Relief Program, however no CDBG funds were used for that program either, therefore the total amount is available. HCIDLA is working closely with the Mayor's Office and Council to identify funding to support this project in FY 2020-21.

Skid Row Community Space: One of the five agencies has declined the funds due to an exception with a City statute. To divide the \$100,000 available among the other four agencies would cause even further delays with executing contracts and there is not enough time remaining in the program year to accommodate substantial changes.

Add public service funds to:

Department of Aging Services Delivery System: The Department of Aging (DOA) oversees 15 multipurpose senior centers throughout the city that deliver critical services to low-income older adults, some of whom are homebound. Contractors will purchase much needed equipment to enhance services to these clients.

Department of Aging Eviction Prevention Pilot Program for Older Adults: HCIDLA and DOA are working to develop a homeless prevention pilot program for older adults (Council File No. 19-1087), which will assist older adults at risk of homelessness with case management and prevention services. This transmittal recommends \$100,000 to initiate the program. DOA will work with the Mayor's office and Council to identify funds for continued support in the future, including but not limited to State Homeless, Housing Assistance, and Prevention Program funds.

Domestic Violence Shelters: Contractors will purchase much needed equipment to enhance services to these clients.

FamilySource – Targeted Homeless Intervention Pilot: Contractor will leverage the FamilySource program to strengthen the coordination of services for homeless families with children attending LAUSD schools living in motels on Sepulveda Boulevard in the San Fernando Valley. Services include providing resources, interventions, empowerment, and opportunities, and working to improve school attendance and academic performance.

Current Year Program Income and the Administrative Costs Cap

The City Council also instructed HCIDLA to monitor administrative expenditures against the PY 45 statutory spending cap and report with recommendations for necessary adjustments in the event that the cap would be exceeded. The current year’s administrative costs cap is affected by a reduced forecast in program income to be received this year, as shown in Attachment 3. The forecast indicates a continuing downward trend due to a number of contributing factors, including slowed economic growth, which affects at least two-thirds of the forecasted amount. In addition, HCIDLA is revising its forecast budgeting model to account for potential annual fluctuations.

The CDBG administrative funds support six departments, three of which are funded through HCIDLA’s administration line item. It is recommended that each department’s budget be reduced proportionately, as shown in Table 1 below. HCIDLA will continue closely monitoring actual CDBG program income receipts through the end of the program year. If actual program income receipts exceed the revised forecast amount, then per federal regulation 20% of any additional program income will be allocated proportionately to the six affected departments for administrative costs. Moreover, if actual program income receipts are less than the revised forecast amount, it is recommended that the administrative budget for the six affected departments be further adjusted proportionately.

HCIDLA will report to Council in June 2020 to report on the status of program income receipts as well as provide an update on the spending of CDBG and how the City did as of May 2, 2020 against HUD’s CDBG timeliness measurement.

Activities and Projects Recommended for Funding

HCIDLA recommends the following activities and projects receive the reprogrammed CDBG funds. Many of the projects recommended are currently in process and have a funding shortfall, which puts the City at risk of not meeting the National Objective should the project not be completed.

Reimbursement to CDBG from Parks First Trust Fund for LA Community Garden Council: In 2012, the Mayor and City Council approved the reimbursement to CDBG of \$376,056 from the Parks First Trust Fund to partially reimburse the use of CDBG funds to purchase the property for the East Hollywood Public Garden and Achievement Center (Council File No. 11-1150-S5). The Parks First Trust Fund (Ordinance No. 173749 and 173964) was established to acquire land and develop, improve and maintain parks and open space within the Vermont/Western Station Neighborhood Area Specific Plan area. The Mayor and City Council previously approved using the funds to reimburse a portion of the CDBG funds spent in this area. The CAO indicated that the prior Council action requires the funds be applied to Council District (CD) 4 or 13. Funding is recommended for facility improvements at the domestic violence transitional shelter in CD 4 operated by the Jewish Family Service of Los Angeles.

Table 1: CDBG Projects Recommended for PY 45 Con Plan Amendment

| | Activities and Projects | City Dept. | Council District | Vested or on Priority List | Amount | Comments |
|------------------------|--|-------------------|-------------------------|-----------------------------------|---------------|---|
| PUBLIC SERVICES | | | | | | |
| 1 | Aging Dept. Eviction Prevention Pilot Program for Older Adults | Aging | Citywide | | \$70,000 | Seed funding to establish homeless prevention program for low-income older adults per CF 19-1087. |

| | Activities and Projects | City Dept. | Council District | Vested or on Priority List | Amount | Comments |
|----------------------------------|---|------------------------------|-------------------------|-----------------------------------|---------------|---|
| 2 | Aging Dept. Services Delivery | Aging | Citywide | | \$600,000 | Fifteen multipurpose center operators will purchase needed equipment to enhance client services. |
| 3 | Children's Savings Account (CSA) | HCIDLA | Citywide | | -\$130,000 | Delays in staffing resulted in less funding needed. |
| 4 | Domestic Violence Shelter Operations | HCIDLA | Citywide | | \$390,000 | Shelter operators will purchase moveable equipment that will enhance client services, such as computers, kitchenware and furniture. |
| 5 | Eviction Defense Program (formerly Displacement Prevention Right to Counsel)/Emergency Renters Relief Program | HCIDLA | Citywide | | -\$937,000 | Insufficient time remains in the program year to obtain all approvals and contracts for this new program. No funds are expected to be expended by June 30, 2020. |
| 6 | FamilySource – Targeted Homeless Intervention Pilot | HCIDLA | 6 | | \$30,000 | Requested by the Mayor's Office of Economic Opportunity with the support of Council President Martinez as part of a pilot program to support homeless LAUSD students and their families in the San Fernando Valley. |
| 7 | Skid Row Community Space— Union Rescue Mission | HCIDLA | 14 | | -\$100,000 | Agency has withdrawn due to a City statute exception. |
| ECONOMIC DEVELOPMENT | | | | | | |
| 8 | Grid 110 | EWDD | Citywide | V, P | \$57,000 | Mayor's Office of Economic Development requested that the balance from the prior expired contract be made available for current year incubator activities to provide services to microenterprises. |
| 9 | HLH Holdings LLC—Optometry Parking Lot | EWDD | 8 | V | \$50,000 | Project received \$200,000 in PY 44. Project has been on hold due to delay by HUD in approving underwriting of project; project cost to convert a vacant lot into a parking lot for local residents seeking eye health care is now higher and additional funding is needed. |
| 10 | JEDI Zone Façade Improvement Program | EWDD | Citywide | V, P | \$300,000 | Council instructed to prioritize program for reprogramming, per Housing Committee Report, 5/8/19. |
| NEIGHBORHOOD IMPROVEMENTS | | | | | | |
| 11 | Bradley Plaza Green Alley | PW-Sanitation & St. Lighting | 7 | V | \$107,000 | Community raised concerns about the need for lighting for improved safety as part of the project to provide clean stormwater elements underground and a public space for recreation. Total of \$850,000 was awarded in prior years. |

| | Activities and Projects | City Dept. | Council District | Vested or on Priority List | Amount | Comments |
|----|--|--------------------|-------------------------|-----------------------------------|---------------|--|
| 12 | Coalition for Responsible Community Development (Enterprise Job Training Site) | HCIDLA | 9 | V | \$30,000 | Project funded in PY 39 at \$208,363, and is nearly complete, but agency cannot open the site, provide services and complete the National Objective without additional funding to complete final requirements to obtain the final Certificate of Occupancy from Building & Safety. CDBG has funded tenant improvements to a warehouse, including new doors, windows, lighting, ceiling, electrical, HVAC, access for persons with disabilities, walkway, and entrance. |
| 13 | Coronado (Golden Age) Park | HCIDLA | 1 | V | \$21,000 | Project was awarded \$700,000 in prior years to develop vacant lot into a pocket park with garden, picnic and play areas, walk paths, public art, landscape and lighting. Project is nearly complete, and Department of Water & Power costs for connecting electricity are higher than expected, creating a funding shortfall. |
| 14 | DV Shelter Improvement Capital Project—Jewish Family Services of Los Angeles | HCIDLA | 4 | V | \$376,056 | Funding to be used for facility improvements at the domestic violence transitional shelter to upgrade the facility. Reimbursement to CDBG by Parks First Trust Fund has to go to CD 4 or 13. Improvements will include replacing windows to improve egress safety and other building improvements. |
| 15 | North Hollywood Area 3 Street Lighting | PW-Street Lighting | 2 | V | \$200,000 | Project was awarded \$640,706 in PY 45 for 38 lights. Further inspection of the area resulted in determining that another 12 lights are needed, increasing the total to 50. |
| 16 | Pio Pico Library Pocket Park | PW-Engineering | 10 | V | \$2,000,000 | Project was awarded \$4,000,000 in PY 44. However, due to less program income being received in PY 44 than anticipated, \$2,000,000 is being unallocated from PY 44 and reallocated in PY 45. This is to comply with federal grant requirements that allocations not exceed actual resources. PY 44 funds of \$2,000,000 remain, resulting in the original total of \$4,000,000 for the conversion of existing parking into a pocket park with a dog park and playground over a submerged parking structure. |
| 17 | Skid Row Neighborhood Improvements | PW—Street Services | 14 | V, P | \$1,545,228 | Part of Phase 1 of project that began this year with \$4.38 million. Of the amount recommended, \$600,000 is needed to complete Phase I, which includes pedestrian access ramp improvements and street lighting relocation. The remainder will contribute to Phase 2. St. Services applied for \$5 million for Phase 2 for PY 46. |

| | Activities and Projects | City Dept. | Council District | Vested or on Priority List | Amount | Comments |
|-----------------------|---|-------------------|-------------------------|-----------------------------------|--------------------|--|
| ADMINISTRATION | | | | | | |
| 18 | Aging Department | Aging | Citywide | | -\$10,557 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. Therefore, departments' budgets are reduced proportionately. |
| 19 | Economic & Workforce Development Department | EWDD | Citywide | | -\$89,346 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. Therefore, departments' budgets are reduced proportionately. |
| 20 | Los Angeles Housing + Community Investment Department (HCIDLA) Administration | HCIDLA | Citywide | | -\$408,597 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. Therefore, departments' budgets are reduced proportionately. HCIDLA total includes amounts for City Attorney, City Planning and Personnel Depts. |
| 21 | Citywide Training on CDBG Administration | HCIDLA | Citywide | | -\$13,200 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. Some funds of original budgeted amount have already been spent during year. |
| 22 | Information Systems Improvements for CDBG Administration | HCIDLA | Citywide | | -\$100,000 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. No costs have been incurred to date. |
| 23 | Slum & Blight Studies: Central Ave & Skid Row | HCIDLA | 9,14 | | -\$100,000 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. No costs have been incurred to date. |
| 24 | Neighborhood Stabilization Study for South LA | HCIDLA | 8,9 | | -\$100,000 | Administrative costs cap is reduced due to a reduced Program Income forecast for PY 45. No costs have been incurred to date. |
| 25 | | Total | | | \$3,787,584 | |

At the May 8, 2019 Housing Committee meeting, HCIDLA was instructed to consider two projects, Bakewell Parking Lot (CD 8) and Pacoima Community Kitchen (CD 7) for future reprogramming opportunities, subject to determination of eligibility. Staff of the pertinent Council Districts have consulted with HCIDLA, and based on the information provided at this time, it was determined that these two projects are not to be considered for CDBG due to their inability to comply with grant requirements.

DISCUSSION: HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

The City Council instruction to monitor administration expenditures against the PY 45 statutory spending cap and report with recommendations for necessary adjustments in the event that the cap would be exceeded also applies to the HOME grant. As discussed above regarding CDBG, the HOME administrative costs cap also is affected by the reduced forecast of program income to be received this year. The total amount of HOME funds obligated for administrative costs cannot exceed 10 % of the sum of the grant made for that program year plus the program income received during that program year. The program income forecast for HOME is reduced by \$1,929,700 as shown in Attachment 1.

The HCIDLA HOME administrative budget also supports CAO, City Attorney, Controller, and Personnel Departments. It is recommended that the remaining amount be taken from the Affordable Housing Managed Pipeline and Program Delivery program, as not all funds are expected to be committed this program year, which is the typical process. If actual program income receipts exceed the revised forecast amount, then per federal regulation 10% of any additional program income will be allocated proportionately to the affected departments for administrative costs. Moreover, if actual program income receipts are less than the revised forecast amount, it is recommended that the administrative budget for the affected departments be further adjusted proportionately.

Table 2: HOME Budget Adjustments for PY 45 Con Plan Amendment

| Activities and Projects | City Dept. | Council District | Amount | Comments |
|---|--------------|------------------|----------------------|--|
| HOUSING PROGRAMS | | | | |
| Affordable Housing Managed Pipeline & Program Delivery | HCIDLA | Citywide | -\$1,736,730 | Provides capital for preservation and production of affordable rental housing through loans for predevelopment, acquisition, refinancing, construction and rehabilitation. Funds also pay staff costs for project management. Adjusted due to reduced program income forecast. |
| ADMINISTRATION | | | | |
| Los Angeles Housing + Community Investment Department (HCIDLA) Administration | HCIDLA | Citywide | -\$192,970 | Adjusted administrative costs cap due to reduced program income forecast. HCIDLA total includes amounts for CAO, City Attorney, Controller, and Personnel departments. |
| | Total | | (\$1,929,700) | |

DISCUSSION: HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS (HOPWA)

The HOPWA program provides housing assistance and related supportive services for low-income persons with HIV/AIDS and their families, through 19 service providers, including the Housing Authority of the City of Los Angeles (HACLA). Two of the programs that HACLA operates experienced a funding shortfall, and it is recommended that prior year savings be reprogrammed to support two HACLA contracts.

The Tenant Based Rental Assistance (TBRA) Program assesses program eligibility, conducts unit inspections for habitability standards, determines rent reasonableness, and provides the TBRA certificates, similar to the Section 8 program, to persons and their families living with HIV/AIDS who are experiencing

housing insecurities. HACLA implemented a new client referral process to expedite enrollment, which resulted in increased utilization of the program and a need for additional rental assistance through the end of the grant period in order to ensure housing stability for clients as they transition to permanent housing. Therefore, it is recommended that \$300,000 from prior year savings be added to the contract to address this increased delivery of services.

In addition to the HOPWA entitlement grant, HCIDLA received a competitive HUD grant--the HOPWA Permanent Supportive Housing Connections grant. Using funding from this grant, 105 homeless low-income persons living with HIV/AIDS moved into permanent housing and received rental subsidies. Program implementation delays affected the ability to reconcile expenditures until after the program year ended on June 30, 2019, at which point a funding deficit was identified. The City was advised by HUD to maintain level funding for the following year (2019-20) to sustain the clients living in permanent housing. Therefore, it is recommended that \$1,400,000 from prior year savings be added to the contract to implement HUD's recommendation.

FISCAL IMPACT

In regards to the CDBG and HOME administrative budgets, each department affected by the adjustment will review their budgets closely in consultation with their CAO analysts to determine if the adjustment can be absorbed, and will submit any requests for changes in the next Financial Status Report. In regards to HOPWA, there is no impact to the General Fund, as all costs are covered by the federal grant.

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ATTACHMENTS:

1. PY 45 Action Plan Revenues & Allocations
2. CDBG Funding to be Reprogrammed
3. CDBG Resources
4. Controller Instructions
5. Contract Authorities

**45TH PROGRAM YEAR ACTION PLAN
REVENUES AND ALLOCATIONS**

| Row | Project | City Dept. | Council District | 44th PY 2018-19 (4/1/18-6/30/19) | | | | | | 45th PY (2019-20) | | | | | | | | | | | | | |
|-----------------------------|---|------------|------------------|--|------------------------------------|----------------------|---------------------|----------------------|-----------------------|----------------------|---------------------------|---------------------------|--------------------------|----------------------|--------------------------|--------------------------|----------------------|--------------------------|----------------------------|----------------------------|---------------------------|-------------|---------------|
| | | | | PY 44 CDBG | | HOME | ESG | HOPWA | Con Plan | CDBG | | | HOME | | | ESG | HOPWA | | | Con Plan | | | |
| | | | | Reprogramming during PY 45 to correct PI (Jan. 2020) | PY 44 CDBG Revised Total (15 mos.) | PY 44 HOME | PY 44 ESG | PY 44 HOPWA | PY 44 Con Plan Total | Original PY 45 CDBG | CDBG Reprogram. Oct. 2019 | CDBG Reprogram. Feb. 2020 | PY 45 CDBG Revised Total | Original PY 45 HOME | HOME Reprogram. Feb 2020 | PY 45 HOME Revised Total | PY 45 ESG | Original PY 45 HOPWA | HOPWA Reprogram. Oct. 2019 | HOPWA Reprogram. Feb. 2020 | HOPWA Revised PY 45 Total | PY 45 Total | |
| REVENUE/RESOURCES | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Entitlement | | | | \$ 53,651,938 | \$ 28,252,954 | \$ 4,448,633 | \$ 17,618,957 | \$ 103,972,482 | \$ 53,358,857 | | \$ 53,358,857 | \$ 26,297,468 | \$ 26,297,468 | \$ 4,552,484 | \$ 18,729,211 | | \$ 18,729,211 | \$ 102,938,020 | | | | |
| 2 | Program Income | | | (1,927,579) | \$ 23,565,175 | 13,158,200 | | | \$ 36,723,375 | 15,461,207 | (1,457,101) | 14,004,106 | 13,000,000 | (1,929,700) | 11,070,300 | | | \$ - | \$ 25,074,406 | | | | |
| 3 | Program and Administrative Savings | | | | 8,821,352 | | | 10,756,231 | \$ 19,577,583 | 6,592,866 | 376,056 | 6,968,922 | | | | 1,565,149 | | \$ 1,565,149 | \$ 8,534,071 | | | | |
| 4 | Midyear Reprogramming | | | | - | | | | | | 4,868,629 | 4,868,629 | | | | | 1,700,000 | \$ 1,700,000 | \$ 6,568,629 | | | | |
| 5 | TOTAL RESOURCES | | | \$(1,927,579) | \$ 86,038,465 | \$ 41,411,154 | \$ 4,448,633 | \$ 28,375,188 | \$ 160,273,440 | \$ 75,412,930 | \$ - \$ 3,787,584 | \$ 79,200,514 | \$ 39,297,468 | \$(1,929,700) | \$ 37,367,768 | \$ 4,552,484 | \$ 20,294,360 | \$ - \$ 1,700,000 | \$ 21,994,360 | \$ 143,115,126 | | | |
| PUBLIC SERVICES | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Aging Dept. Eviction Prevention for Older Adults Pilot Program | Aging | CW | | \$ - | | | | \$ - | \$ 70,000 | | \$ 70,000 | | | \$ - | | | | \$ 70,000 | | | | |
| 7 | Aging Services Delivery System | Aging | CW | | 921,335 | | | | 921,335 | 550,000 | 600,000 | 1,150,000 | | | | | | | \$ 1,150,000 | | | | |
| 8 | Children's Savings Account (CSA) | HCIDLA | CW | | - | | | | - | 330,000 | (130,000) | 200,000 | | | | | | | \$ 200,000 | | | | |
| 9 | Eviction Defense Program (formerly Displacement Prevention Right to Counsel) | HCIDLA | CW | | - | | | | - | 937,000 | (937,000) | - | | | | | | | \$ - | | | | |
| 10 | Domestic Violence Shelter Operations | HCIDLA | CW | | 2,768,673 | | | | 2,768,673 | 2,727,584 | 390,000 | 3,117,584 | | | | | | | \$ 3,117,584 | | | | |
| 11 | FamilySource System | HCIDLA | CW | | 5,761,227 | | | | 5,761,227 | 5,761,227 | | 5,761,227 | | | | | | | \$ 5,761,227 | | | | |
| 12 | FamilySource-Targeted Homeless Intervention Pilot | HCIDLA | 6 | | | | | | | | 30,000 | 30,000 | | | | | | | \$ 30,000 | | | | |
| 13 | Inquilinos Unidos - Tenant Outreach | HCIDLA | CW | | - | | | | - | 150,000 | | 150,000 | | | | | | | \$ 150,000 | | | | |
| 14 | LAHSA - Downtown Drop-In Center - Oasis at San Julian | LAHSA | CW | | - | | | | - | | | | | | 400,000 | | | | \$ 400,000 | | | | |
| 15 | LAHSA - Homeless Emergency Shelter & Services | LAHSA | CW | | 190,250 | | 1,239,901 | | 1,430,151 | 152,200 | | 152,200 | | | 933,184 | | | | \$ 1,085,384 | | | | |
| 16 | LAHSA - Homeless Management System (HMIS) | LAHSA | CW | | - | | 224,845 | | 224,845 | | | | | | 227,624 | | | | \$ 227,624 | | | | |
| 17 | LAHSA - Rapid Rehousing Program (formerly Homeless Prevention and Rapid Re-Housing) | LAHSA | CW | | - | | 1,204,163 | | 1,204,163 | | | | | | 1,204,164 | | | | \$ 1,204,164 | | | | |
| 18 | LAHSA - Replace ESG for Apr-Jun 2019 | LAHSA | CW | | 951,000 | | | | 951,000 | | | | | | | | | | \$ - | | | | |
| 19 | LAHSA - Winter Shelter Program | LAHSA | 7,8,9,11, 14 | | - | | 1,446,076 | | 1,446,076 | | | | | | 1,446,076 | | | | \$ 1,446,076 | | | | |
| 20 | LA's Best Expanded Hours in Promise Zones | HCIDLA | 1,8,9,10, 13,15 | | - | | | | - | 813,989 | | 813,989 | | | | | | | \$ 813,989 | | | | |
| 21 | Shelter Partnership Homeless Services | HCIDLA | CW | | - | | | | - | 50,000 | | 50,000 | | | | | | | \$ 50,000 | | | | |
| 22 | Skid Row Community Space - LA Mission | HCIDLA | 14 | | - | | | | - | 83,333 | 16,667 | 100,000 | | | | | | | \$ 100,000 | | | | |
| 23 | Skid Row Community Space - Midnight Mission | HCIDLA | 14 | | - | | | | - | 83,333 | (83,333) | | | | | | | | \$ - | | | | |
| 24 | Skid Row Community Space - Social Model Recovery Systems | HCIDLA | 14 | | - | | | | - | 83,333 | 16,667 | 100,000 | | | | | | | \$ 100,000 | | | | |
| 25 | Skid Row Community Space - St. Vincent de Paul of Los Angeles | HCIDLA | 14 | | - | | | | - | 83,333 | 16,667 | 100,000 | | | | | | | \$ 100,000 | | | | |
| 26 | Skid Row Community Space - The People Concern | HCIDLA | 14 | | - | | | | - | 83,333 | 16,667 | 100,000 | | | | | | | \$ 100,000 | | | | |
| 27 | Skid Row Community Space - Union Rescue Mission | HCIDLA | 14 | | - | | | | - | 83,333 | 16,667 | (100,000) | | | | | | | \$ - | | | | |
| 28 | Subtotal - Public Services | | | | \$ - | \$ 10,592,485 | \$ - | \$ 4,114,985 | \$ - | \$ 14,707,470 | \$ 11,971,998 | \$ - | \$(77,000) | \$ 11,894,998 | \$ - | \$ - | \$ - | \$ 4,211,048 | \$ - | \$ - | \$ - | \$ - | \$ 16,106,046 |
| 29 | CDBG Public Services Cap | | | | \$ 10,743,000 | | | | | \$ 11,972,000 | \$ (77,000) | \$ 11,895,000 | | | | | | | | | | | |
| 30 | ESG Outreach & Shelter Subtotal | | | | | | | | | | | | | | | | | | | | | | |
| 31 | ESG Outreach/Shelter Cap (Hold Harmless Need) | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Balance between Cap and Allocation | | | | 150,515 | | | | | | 2 | (0) | 2 | | | | | | | | | | |
| ECONOMIC DEVELOPMENT | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | Economic Development Program Delivery | EWDD | CW | | \$ 1,893,331 | | | | \$ 1,893,331 | \$ 1,285,567 | | \$ 1,285,567 | | | \$ - | | | | | \$ 1,285,567 | | | |
| 34 | Dulan's Soul Food Restaurant Project | EWDD | 8 | | 650,000 | | | | 650,000 | 190,000 | | 190,000 | | | | | | | | 190,000 | | | |
| 35 | Great Streets Great Business: Restore LA | EWDD | CW | | 350,000 | | | | 350,000 | | | | | | | | | | | | | | |
| 36 | Grid 110 | EWDD | CW | | 350,000 | | | | 350,000 | 425,000 | | 57,000 | 482,000 | | | | | | | 482,000 | | | |

**45TH PROGRAM YEAR ACTION PLAN
REVENUES AND ALLOCATIONS**

| Row | Project | City Dept. | Council District | 44th PY 2018-19 (4/1/18-6/30/19) | | | | | 45th PY (2019-20) | | | | | | | | | | | | | |
|---|---|------------|------------------|--|------------------------------------|---------------|-----------|---------------|----------------------|---------------------|---------------------------|---------------------------|--------------------------|---------------------|----------------------|--------------------------|-----------|----------------------|----------------------------|----------------------------|---------------------------|---------------|
| | | | | PY 44 CDBG | | HOME | ESG | HOPWA | Con Plan | CDBG | | | | HOME | | | ESG | HOPWA | | | Con Plan | |
| | | | | Reprogramming during PY 45 to correct PI (Jan. 2020) | PY 44 CDBG Revised Total (15 mos.) | PY 44 HOME | PY 44 ESG | PY 44 HOPWA | PY 44 Con Plan Total | Original PY 45 CDBG | CDBG Reprogram. Oct. 2019 | CDBG Reprogram. Feb. 2020 | PY 45 CDBG Revised Total | Original PY 45 HOME | HOME Reprog Feb 2020 | PY 45 HOME Revised Total | PY 45 ESG | Original PY 45 HOPWA | HOPWA Reprogram. Oct. 2019 | HOPWA Reprogram. Feb. 2020 | HOPWA Revised PY 45 Total | PY 45 Total |
| 37 | Healthy Neighborhood Market Network Program | EWDD | CW | | 250,000 | | | | 250,000 | 500,000 | | | 500,000 | | | | | | | | 500,000 | |
| 38 | HLH Holdings LLC—Optometry Parking Lot | EWDD | 8 | | 200,000 | | | | 200,000 | | | 50,000 | 50,000 | | | | | | | | 50,000 | |
| 39 | Homeboy Industries Parking Lot Improvements | EWDD | 1 | | 160,000 | | | | 160,000 | 150,000 | | | 150,000 | | | | | | | | 150,000 | |
| 40 | JEDI Zone Façade Improvement Program | EWDD | CW | | - | | | | - | 200,000 | | 300,000 | 500,000 | | | | | | | | 500,000 | |
| 41 | LA BusinessSource Program | EWDD | CW | | 5,618,000 | | | | 5,618,000 | 4,725,000 | | | 4,725,000 | | | | | | | | 4,725,000 | |
| 42 | Los Angeles Cleantech Incubator | EWDD | CW | | 2,236,250 | | | | 2,236,250 | 1,721,563 | | | 1,721,563 | | | | | | | | 1,721,563 | |
| 43 | Micro-loan Program | EWDD | CW | | 250,000 | | | | 250,000 | - | | | - | | | | | | | | - | |
| 44 | Sabio Enterprises - Microenterprise Incubator | EWDD | CW | | - | | | | - | 225,000 | | | 225,000 | | | | | | | | 225,000 | |
| 45 | SEE-LA Food Business Incubator | EWDD | CW | | - | | | | - | 130,000 | | | 130,000 | | | | | | | | 130,000 | |
| 46 | Subtotal - Economic Development | | | \$ - | \$ 11,957,581 | \$ - | \$ - | \$ - | \$ 11,957,581 | \$ 9,552,130 | \$ - | \$ 407,000 | \$ 9,959,130 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 9,959,130 | |
| HOUSING AND RELATED PROGRAMS | | | | | | | | | | | | | | | | | | | | | | |
| 47 | Affordable Housing Managed Pipeline & Program Delivery | HCIDLA | CW | \$ - | \$ 4,536,580 | \$ 33,270,043 | | | \$ 37,806,623 | \$ 2,402,811 | | | \$ 2,402,811 | \$ 29,427,721 | \$ (1,736,730) | \$ 27,690,991 | | | | | \$ 30,093,802 | |
| 48 | HCIDLA - Section 108 Debt Service | HCIDLA | CW | | 800,000 | | | | 800,000 | | | | - | | | | | | | | - | |
| 49 | Homeownership Assistance | HCIDLA | CW | | 1,274,915 | 4,000,000 | | | 5,274,915 | 862,020 | | | 862,020 | 5,940,000 | | 5,940,000 | | | | | 6,802,020 | |
| 50 | HOPWA Permanent Supportive Housing Connections Grant | HCIDLA | CW | | | | | | | | | | | | | | 1,400,000 | 1,400,000 | | | 1,400,000 | |
| 51 | HOPWA Facility-Based Housing Subsidy Assistance | HCIDLA | CW | | - | | | 4,532,609 | 4,532,609 | | | | - | | | 3,644,622 | 281,386 | 3,926,008 | | | 3,926,008 | |
| 52 | HOPWA Housing Information Services | HCIDLA | CW | | - | | | 871,338 | 871,338 | | | | - | | | 696,790 | | 696,790 | | | 696,790 | |
| 53 | HOPWA Permanent Housing Placement | HCIDLA | CW | | - | | | 818,112 | 818,112 | | | | - | | | 743,496 | | 743,496 | | | 743,496 | |
| 54 | HOPWA Permanent Supportive Housing Development | HCIDLA | CW | | - | | | 3,614,041 | 3,614,041 | | | | - | | | | | | | | - | |
| 55 | HOPWA Reserved for Next PY | HCIDLA | CW | | - | | | 316,813 | 316,813 | | | | - | | | | | | | | - | |
| 56 | HOPWA Resource Identification | HCIDLA | CW | | - | | | 116,358 | 116,358 | | | | - | | | 93,000 | | 93,000 | | | 93,000 | |
| 57 | HOPWA Service Provider Admin | HCIDLA | CW | | - | | | 1,654,212 | 1,654,212 | | | | - | | | 1,311,045 | | 1,311,045 | | | 1,311,045 | |
| 58 | HOPWA Short Term Rent, Mortgage and Utility Payment | HCIDLA | CW | | - | | | 486,655 | 486,655 | | | | - | | | 488,210 | | 488,210 | | | 488,210 | |
| 59 | HOPWA Supportive Services | HCIDLA | CW | | - | | | 10,283,918 | 10,283,918 | | | | - | | | 8,221,591 | 68,691 | 8,290,282 | | | 8,290,282 | |
| 60 | HOPWA Tenant-Based Rental Assistance (TBRA) | HCIDLA | CW | | - | | | 5,152,563 | 5,152,563 | | | | - | | | 4,533,730 | (350,077) | 300,000 | 4,483,653 | | 4,483,653 | |
| 61 | La Posada Housing Rehabilitation | HCIDLA | 1 | | | | | | | 800,000 | | | 800,000 | | | | | | | | 800,000 | |
| 62 | Lead Hazard Remediation and Healthy Homes Program | HCIDLA | CW | | 1,242,053 | | | | 1,242,053 | 1,074,688 | | | 1,074,688 | | | | | | | | 1,074,688 | |
| 63 | Single Family Rehabilitation - Handyworker | HCIDLA | CW | | 2,587,211 | | | | 2,587,211 | 2,352,574 | | | 2,352,574 | | | | | | | | 2,352,574 | |
| 64 | Urgent Repair Program | HCIDLA | CW | | 60,000 | | | | 60,000 | 75,000 | | | 75,000 | | | | | | | | 75,000 | |
| 65 | Subtotal - Housing & Related Programs | | | \$ - | \$ 10,500,758 | \$ 37,270,043 | \$ - | \$ 27,846,619 | \$ 75,617,421 | \$ 7,567,093 | \$ - | \$ - | \$ 7,567,093 | \$ 35,367,721 | \$ (1,736,730) | \$ 33,630,991 | \$ - | \$ 19,732,484 | \$ - | \$ 1,700,000 | \$ 21,432,484 | \$ 62,630,568 |
| NEIGHBORHOOD IMPROVEMENTS (Includes Public Facilities) | | | | | | | | | | | | | | | | | | | | | | |
| 66 | BCA/Prevailing Wage Labor Compliance Services | PW-Con Adm | CW | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37,474 | | | \$ 37,474 | \$ - | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 37,474 | |
| 67 | Building Improvement Fund (Family Source Nonprofit Owned) | HCIDLA | 3, 9, 13, 15 | | 2,500,341 | | | | 2,500,341 | 2,734,425 | | | 2,734,425 | | | | | | | | 2,734,425 | |
| 68 | Certified Access Specialist (CASp) | HCIDLA | CW | | 355,478 | | | | 355,478 | | | | - | | | | | | | | - | |
| 69 | City Attorney Residential Enforcement (CARE) | City Atty | CW | | 187,500 | | | | 187,500 | 150,000 | | | 150,000 | | | | | | | | 150,000 | |
| 70 | City Attorney Task Force for Apartment and Rental Properties (TARP) | City Atty | CW | | 562,500 | | | | 562,500 | 450,000 | | | 450,000 | | | | | | | | 450,000 | |

**45TH PROGRAM YEAR ACTION PLAN
REVENUES AND ALLOCATIONS**

| Row | Project | City Dept. | Council District | 44th PY 2018-19 (4/1/18-6/30/19) | | | | | 45th PY (2019-20) | | | | | | | | | | | | | |
|-----|---|----------------|------------------|--|------------------------------------|------------|-----------|-------------|----------------------|---------------------|----------------------------|----------------------------|--------------------------|---------------------|----------------------|--------------------------|-----------|----------------------|----------------------------|----------------------------|---------------------------|-------------|
| | | | | PY 44 CDBG | | HOME | ESG | HOPWA | Con Plan | CDBG | | | | HOME | | | ESG | HOPWA | | | Con Plan | |
| | | | | Reprogramming during PY 45 to correct PI (Jan. 2020) | PY 44 CDBG Revised Total (15 mos.) | PY 44 HOME | PY 44 ESG | PY 44 HOPWA | PY 44 Con Plan Total | Original PY 45 CDBG | CDBG Re-program. Oct. 2019 | CDBG Re-program. Feb. 2020 | PY 45 CDBG Revised Total | Original PY 45 HOME | HOME Reprog Feb 2020 | PY 45 HOME Revised Total | PY 45 ESG | Original PY 45 HOPWA | HOPWA Reprogram. Oct. 2019 | HOPWA Reprogram. Feb. 2020 | HOPWA Revised PY 45 Total | PY 45 Total |
| 71 | Code Enforcement (Citywide PACE) | DBS | CW | | 3,137,521 | | | | 3,137,521 | 3,101,258 | | | 3,101,258 | | | | | | | | | 3,101,258 |
| 72 | Neighborhood Facility Improvements Program Delivery | HCIDLA | CW | | 1,726,285 | | | | 1,726,285 | 1,284,816 | | | 1,284,816 | | | | | | | | | 1,284,816 |
| 73 | 5800 Figueroa Pocket Park | RAP | 9 | | - | | | | - | | | | - | | | | | | | | | - |
| 74 | Algin Sutton Pool | RAP | 8 | | 1,100,000 | | | | 1,100,000 | 1,000,000 | | | 1,000,000 | | | | | | | | | 1,000,000 |
| 75 | Amistad de Los Angeles Restoration | HCIDLA | 9 | | - | | | | - | 1,500,000 | | | 1,500,000 | | | | | | | | | 1,500,000 |
| 76 | Bradley Plaza Green Alley | PW-Sanitation | 7 | | - | | | | - | | 107,000 | | 107,000 | | | | | | | | | 107,000 |
| 77 | Celes King III Pool Replacement | RAP | 10 | | - | | | | - | 2,000,000 | | | 2,000,000 | | | | | | | | | 2,000,000 |
| 78 | Central Jefferson Greening Alley and Mural | HCIDLA | 9 | | - | | | | - | 957,486 | | | 957,486 | | | | | | | | | 957,486 |
| 79 | Clinica Romero Transformation Project | HCIDLA | 14 | | | | | | - | 400,000 | | | 400,000 | | | | | | | | | 400,000 |
| 80 | Coalition for Responsible Community Development—Enterprises Job Training Site Project | HCIDLA | 9 | | - | | | | - | | 30,000 | | 30,000 | | | | | | | | | 30,000 |
| 81 | Community Coalition Facility Improvements | HCIDLA | 8 | | 450,000 | | | | 450,000 | | | | - | | | | | | | | | - |
| 82 | Coronado (Golden Age) Park | HCIDLA | 1 | | 100,000 | | | | 100,000 | | | 21,000 | 21,000 | | | | | | | | | 21,000 |
| 83 | Council District 9 Pedestrian Tunnel Closures | PW-Engr | 9 | | 800,000 | | | | 800,000 | | | | - | | | | | | | | | - |
| 84 | Council District 9 Sidewalk Improvements | HCIDLA | 9 | | 700,000 | | | | 700,000 | | | | - | | | | | | | | | - |
| 85 | David M. Gonzales Recreation Center | RAP | 7 | | 655,830 | | | | 655,830 | | | | - | | | | | | | | | - |
| 86 | Downey Recreation Center | RAP | 1 | | 500,000 | | | | 500,000 | | | | - | | | | | | | | | - |
| 87 | DV Shelter Improvement Capital Project | HCIDLA | CW | | - | | | | - | 500,000 | | | 500,000 | | | | | | | | | 500,000 |
| 88 | DV Shelter Improvement Capital Project—Jewish Family Service of Los Angeles | HCIDLA | 4 | | - | | | | - | | 376,056 | | 376,056 | | | | | | | | | 376,056 |
| 89 | Elysian Valley Lighting Project | PW-St Lighting | 13 | | 400,000 | | | | 400,000 | 740,706 | | | 740,706 | | | | | | | | | 740,706 |
| 90 | Freda Mohr Multipurpose Center | HCIDLA | 5 | | 750,000 | | | | 750,000 | | | | - | | | | | | | | | - |
| 91 | Green Meadows Recreation Center | RAP | 9 | | 500,000 | | | | 500,000 | | | | - | | | | | | | | | - |
| 92 | Harbor City Recreational Center Skate Park | RAP | 15 | | 800,000 | | | | 800,000 | | | | - | | | | | | | | | - |
| 93 | Hermon Park Playground | RAP | 14 | | - | | | | - | 400,000 | | | 400,000 | | | | | | | | | 400,000 |
| 94 | Hoover Gage Park Fitness Area | RAP | 9 | | 50,000 | | | | 50,000 | | | | - | | | | | | | | | - |
| 95 | Huntington Drive Sidewalk Construction | PW-St Services | 14 | | 750,000 | | | | 750,000 | | | | - | | | | | | | | | - |
| 96 | InnerCity Struggle | HCIDLA | 14 | | 400,000 | | | | 400,000 | | | | - | | | | | | | | | - |
| 97 | James Wood Memorial Community Center | HCIDLA | 14 | | - | | | | - | 200,000 | | | 200,000 | | | | | | | | | 200,000 |
| 98 | Keswick Pocket Park | RAP | 2 | | - | | | | - | 1,000,000 | | | 1,000,000 | | | | | | | | | 1,000,000 |
| 99 | Legacy LA Armory Rehabilitation | HCIDLA | 14 | | 400,000 | | | | 400,000 | | | | - | | | | | | | | | - |
| 100 | Lincoln Park Playground | RAP | 1 | | - | | | | - | 500,000 | | | 500,000 | | | | | | | | | 500,000 |
| 101 | Louise Park ADA Restroom Improvements | RAP | 6 | | - | | | | - | 550,000 | | | 550,000 | | | | | | | | | 550,000 |
| 102 | MacArthur Park Improvements | RAP | 1 | | 233,000 | | | | 233,000 | 600,000 | | | 600,000 | | | | | | | | | 600,000 |
| 103 | Neighborhood Legal Services Facade Improvements | HCIDLA | 7 | | - | | | | - | | | | - | | | | | | | | | - |

**45TH PROGRAM YEAR ACTION PLAN
REVENUES AND ALLOCATIONS**

| Row | Project | City Dept. | Council District | 44th PY 2018-19 (4/1/18-6/30/19) | | | | | 45th PY (2019-20) | | | | | | | | | | | | |
|----------------------------------|---|------------|------------------|--|------------------------------------|---------------|--------------|---------------|----------------------|---------------------|---------------------------|---------------------------|--------------------------|---------------------|----------------------|--------------------------|---------------|----------------------|----------------------------|----------------------------|---------------------------|
| | | | | PY 44 CDBG | | HOME | ESG | HOPWA | Con Plan | CDBG | | | HOME | | | ESG | HOPWA | | | Con Plan | |
| | | | | Reprogramming during PY 45 to correct PI (Jan. 2020) | PY 44 CDBG Revised Total (15 mos.) | PY 44 HOME | PY 44 ESG | PY 44 HOPWA | PY 44 Con Plan Total | Original PY 45 CDBG | CDBG Reprogram. Oct. 2019 | CDBG Reprogram. Feb. 2020 | PY 45 CDBG Revised Total | Original PY 45 HOME | HOME Reprog Feb 2020 | PY 45 HOME Revised Total | PY 45 ESG | Original PY 45 HOPWA | HOPWA Reprogram. Oct. 2019 | HOPWA Reprogram. Feb. 2020 | HOPWA Revised PY 45 Total |
| ADMINISTRATION / PLANNING | | | | | | | | | | | | | | | | | | | | | |
| 138 | Aging Department | Aging | CW | \$ - | \$ 375,000 | | | | \$ 375,000 | \$ 295,178 | \$ (10,557) | \$ 284,621 | | | \$ - | | | | | \$ 284,621 | |
| 139 | Economic and Workforce Development Department | EWDD | CW | | 2,541,781 | | | | 2,541,781 | 2,498,220 | \$ (89,346) | 2,408,874 | | | - | | | | | 2,408,874 | |
| 140 | Fair Housing | HCIDLA | CW | | 424,892 | | | | 424,892 | 510,500 | | 510,500 | | | - | | | | | 510,500 | |
| 141 | LAHSA (Los Angeles Homeless Services Authority) Administration | LAHSA | CW | | - | | 200,188 | | 200,188 | | | - | | | - | 204,862 | | | | 204,862 | |
| 142 | LAHSA Technical Assistance | LAHSA | CW | | 80,000 | | | | 80,000 | 80,000 | | 80,000 | | | - | | | | | 80,000 | |
| 143 | Los Angeles Housing + Community Investment Department (HCIDLA) Administration | HCIDLA | CW | | 12,234,559 | 4,141,111 | 133,460 | 528,569 | 17,037,698 | 11,424,802 | \$ (408,597) | 11,016,205 | 3,929,747 | (192,970) | 3,736,777 | 136,575 | 561,876 | | 561,876 | 15,644,403 | |
| 144 | Citywide Training on CDBG Administration | HCIDLA | CW | | - | | | | - | 60,000 | (13,200) | 46,800 | | | - | | | | | 46,800 | |
| 145 | Information Systems Improvements for CDBG Administration | HCIDLA | CW | | - | | | | - | 100,000 | (100,000) | - | | | - | | | | | - | |
| 146 | Slum & Blight Studies: Central Ave. Historic District, Skid Row | HCIDLA | 9, 14 | | - | | | | - | 100,000 | (100,000) | - | | | - | | | | | - | |
| 147 | Neighborhood Stabilization Study for South LA | HCIDLA | 8, 9 | | - | | | | - | 100,000 | (100,000) | - | | | - | | | | | - | |
| 148 | Translation Services for Language Access Plan | HCIDLA | CW | | 50,000 | | | | 50,000 | | | - | | | - | | | | | - | |
| 149 | Subtotal - Administration / Planning | | | \$ - | \$ 15,933,000 | \$ 4,141,111 | \$ 333,648 | \$ 528,569 | \$ 20,936,327 | \$ 15,168,700 | \$ (821,700) | \$ 14,347,000 | \$ 3,929,747 | \$ (192,970) | \$ 3,736,777 | \$ 341,436 | \$ 561,876 | \$ - | \$ - | \$ 561,876 | \$ 19,180,059 |
| 150 | CAP | | | | \$ 16,033,000 | \$ 4,141,115 | \$ 333,647 | \$ 528,569 | \$ 21,036,332 | \$ 15,168,700 | \$ (821,700) | \$ 14,347,000 | \$ 3,929,747 | \$ (192,970) | \$ 3,736,777 | \$ 341,436 | \$ 561,876 | \$ - | \$ - | \$ 561,876 | |
| 151 | Balance between CAP and Allocation | | | | 100,000 | 5 | (0) | - | 100,004 | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL FUNDING | | | | | | | | | | | | | | | | | | | | | |
| 152 | TOTAL FUNDING AVAILABLE (PY) | | | \$ (1,927,579) | \$ 86,038,465 | \$ 41,411,154 | \$ 4,448,633 | \$ 28,375,188 | \$ 160,273,440 | \$ 75,412,930 | \$ - \$ 3,787,584 | \$ 79,200,514 | \$ 39,297,468 | \$ (1,929,700) | \$ 37,367,768 | \$ 4,552,484 | \$ 20,294,360 | \$ - | \$ 1,700,000 | \$ 21,994,360 | \$ 143,115,126 |
| 153 | TOTAL PROGRAM FUNDING ALLOCATIONS | | | \$ (2,000,000) | \$ 85,716,044 | \$ 41,411,154 | \$ 4,448,633 | \$ 28,375,188 | \$ 159,951,018 | \$ 75,412,928 | \$ - \$ 3,787,584 | \$ 79,200,512 | \$ 39,297,468 | \$ (1,929,700) | \$ 37,367,768 | \$ 4,552,484 | \$ 20,294,360 | \$ - | \$ 1,700,000 | \$ 21,994,360 | \$ 143,115,125 |
| 154 | BALANCE | | | \$ 72,421 | \$ 322,421 | \$ - | \$ 0 | \$ 0 | \$ 322,422 | \$ 2 | \$ - \$ (0) | \$ 1 | \$ 0 | \$ - | \$ 0 | \$ (0) | \$ (0) | \$ - | \$ - | \$ (0) | \$ 1 |

Program Year 45 Action Plan (2019-20)
CDBG Funding to be Reprogrammed

| Department | Program Year | Council District | FMS Account | Project Title | Available for Reprogramming |
|----------------|--------------|------------------|--------------------|---|-----------------------------|
| AGING | 44 | CW | 43R102 | AGING ADM | \$52,691.06 |
| AGING | 44 | CW | 43R420 | AGING SERVICES DELIVERY SYSTEM | \$97,168.00 |
| AGING | 45 | CW | 43S102 | AGING ADM | \$10,557.00 |
| CITY ATTORNEY | 44 | CW | 43P112 | CITY ATTORNEY TASK FORCE FOR APARTMENT AND RENTAL PROPERTIES (TARP) | \$69,101.51 |
| CITY ATTORNEY | 45 | CW | 43S112 | CITY ATTORNEY ADM | \$11,144.00 |
| EWDD | 41 | CW | 43M422 | HEALTHY NEIGHBORHOOD MARKET NETWORK | \$24,461.26 |
| EWDD | 44 | CW | 43R122/43R176 | EWDD ADM AND PROGRAM DELIVERY | \$500,000.00 |
| EWDD | 44 | CW | 43R260 | GRID 110 | \$40,900.00 |
| EWDD | 45 | CW | 43S122 | EWDD ADM AND PROGRAM DELIVERY | \$89,346.00 |
| HCIDLA | 41 | CW | 43M143 | HCIDLA ADM AND PROGRAM DELIVERY | \$382.57 |
| HCIDLA | 42 | CW | 43N143 | HCIDLA ADM AND PROGRAM DELIVERY | \$18,206.09 |
| HCIDLA | 43 | CW | 43P143/43P132/P168 | HCIDLA ADM AND PROGRAM DELIVERY | \$167,281.98 |
| HCIDLA | 43 | CW | 43P299 | HCIDLA ADM AND PROGRAM DELIVERY | \$1,171,483.62 |
| HCIDLA | 44 | CW | 43R217 | SECTION 108 DEBT SERVICE | \$55,627.50 |
| HCIDLA | 45 | CW | 43S168 | City Planning Admin | \$1,573.00 |
| HCIDLA | 45 | CW | 43S166 | Personnel Admin | \$4,080.00 |
| HCIDLA | 45 | CW | 43S143 | HCID Adm and Program Delivery | \$391,800.00 |
| HCIDLA-CP | 45 | 9,14 | 43S558 | SLUM & BLIGHT STUDIES: CENTRAL AVE. HISTORIC DISTRICT SKID ROW | \$100,000.00 |
| HCIDLA-CP | 45 | CW | 43S789 | CITY WIDE TRAINING ON CDBG ADMINISTRATION | \$13,200.00 |
| HCIDLA-CP | 45 | CW | 43S790 | INFORMATION SYSTEMS IMPROVEMENTS FOR CDBG ADMINISTRATION | \$100,000.00 |
| HCIDLA-HDB | 43 | CW | 43P281 | LEAD HAZARD REMEDIATION | \$5,172.97 |
| HCIDLA-HDB | 44 | CW | 43R588 | SINGLE FAMILY REHAB—HANDYWORKER | \$83,764.98 |
| HCIDLA-ND | 38 | 6 | 43R140 | CENTER FOR ASSAULT TREATMENT SERVICES | \$4,080.08 |
| HCIDLA-ND | 40 | 14 | 43L512 | LA THEATER CENTER FIRE & SAFETY IMPROVEMENTS | \$2,927.30 |
| HCIDLA-ND | 41 | 7 | 43M457 | HILLVIEW MENTAL HEALTH | \$25,813.55 |
| HCIDLA-ND | 41 | 14 | 43M457 | LA THEATER CENTER FIRE & SAFETY IMPROVEMENTS | \$4,188.36 |
| HCIDLA-ND | 41 | 14 | 43M512 | LA THEATER CENTER FIRE & SAFETY IMPROVEMENTS | \$1,636.79 |
| HCIDLA-ND | 43 | 7 | 43R140 | JEOPARDY BUILDING SITE IMPROVEMENTS (YPI YOUTHSOURCE) | \$3,743.01 |
| HCIDLA-ND | 43 | 12 | 43P548 | PALS YOUTH CENTER | \$2,868.56 |
| HCIDLA-ND | 44 | 1 | 43R140 | OLD FIRE STATION 6 CAPITAL IMPROVEMENTS | \$10,879.15 |
| HCIDLA-ND | 45 | 14 | 43S876 | SKID ROW COMMUNITY SPACE-UNION RESCUE MISSION | \$100,000.00 |
| HCIDLA-OPS | 43 | CW | 43P581 | DOMESTIC VIOLENCE SHELTER OPERATIONS | \$20,846.00 |
| HCIDLA-OPS | 43 | CW | 43P582 | FAMILYSOURCE CENTERS-NONPROFIT MANAGED | \$285,705.67 |
| HCIDLA-OPS | 44 | CW | 43R581 | DOMESTIC VIOLENCE SHELTER OPERATIONS | \$77,481.00 |
| HCIDLA-OPS | 45 | CW | 43S872 | CHILDREN'S SAVING ACCOUNT (CSA) | \$130,000.00 |
| HCIDLA-PPR | 45 | CW | 43S873 | EVICTON DEFENSE/ DISPLACEMENT RIGHT TO COUNSEL | \$937,000.00 |
| HCIDLA-PPR | 45 | 8,9 | 43S692 | NEIGHBORHOOD STABILIZATION STUDY SOUTH LA | \$100,000.00 |
| LAHSA | 40 | CW | 43L381 | LAHSA SPECIAL ECONOMIC DEVELOPMENT - Return of Grant Funds | \$571.00 |
| LAHSA | 43 | CW | 43P354 | LAHSA HOMELESS EMERGENCY SHELTER & SERVICES | \$41,247.67 |
| PW-ST LIGHTING | 39 | 1 | 43P184 | NEIGHBORHOOD IMPROVEMENT FUND—HOOVER STREET UNION AVE | \$192.41 |
| PW-ST LIGHTING | 40 | 6 | 43N184 | SUN VALLEY LIGHTING IMPROVEMENTS - PHASE 5 (PW BSL) | \$438.92 |
| PW-ST SERVICES | 42 | 9 | 43N186 | CD 9 SIDEWALK IMPROVEMENTS | \$111,068.11 |
| Total | | | | | \$4,868,629.12 |

**45th Program Year Action Plan (2019-20)
CDBG Resources and Expenditure Limitation (Spending Caps) Detail**

Attachment 3

| A PROGRAM YEAR SOURCES | B PY 44 (April 2018 to June 2019) | | | | | G PY 45 (July 2019 to June 2020) | |
|--|---|--------------------------------|------------------------|-----------------------------------|----------------|--|--------------------------------------|
| | C | D | E | F | H | | |
| | Projections (CF 18-0106 PY 44 CLA Report) | Revised 12-mos. Projections | 15-mos. Projections | Revised 15-mos. Projections | Actuals | CF 18-0968, 5/6/19 CLA report, Attach D; 5/10/19 Amend Motion 6-B | Revised Projections |
| 1 PROGRAM INCOME (PI) | | | | | | | |
| 2 PRIOR YEAR SURPLUS (DEFICIT) | \$ 1,602,711 | \$ 2,756,963 | \$ 2,756,963 | \$ 2,756,963 | \$ 2,756,963 | \$ (2,067,578) | \$ 72,421 |
| 3 HCIDLA Monitored Loans | 12,286,700 | 13,127,600 | 15,982,000 | 14,172,700 | 13,031,983 | 12,100,000 | 7,508,000 |
| 4 Commercial and Industrial Earthquake Recovery Loan Program (CIERLP) payments | 544,400 | 544,400 | 708,993 | 305,500 | 649,888 | 141,700 | 930,700 |
| 5 CRA/LA Recognized Obligation Payment Schedule (ROPS) 19-20 (7/1/19-6/30/20), Interest on CDBG 20-year loan (maturity date: 6/30/2021) | 79,485 | 79,485 | 79,485 | 79,485 | 79,485 | 79,485 | 79,485 |
| 6 CRA/LA ROPS 19-20 (7/1/19-6/30/20), 25% of \$20 million loan each yr starting in PY 44; 2nd pymt PY 45 (CF 12-0014-S28) | | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 | 5,000,000 |
| 7 Sale proceeds from Adams/La Brea North Acquisition Project (PI) | | | | 711,104 | 711,104 | - | - |
| 8 EWDD Loans | 74,000 | 74,000 | 123,084 | 122,000 | 832,033 | 102,700 | 41,000 |
| 9 Neighborhood Facilities | 13,900 | 13,900 | 17,375 | 17,375 | 10,443 | 13,900 | 10,000 |
| 10 Misc. Program Income | 17,400 | 17,400 | 21,750 | 21,750 | 18,220 | 17,400 | 17,400 |
| 11 Applicable Credits (Not counted for CAP purposes) | 73,600 | 73,600 | 92,000 | 138,300 | 235,057 | 73,600 | 345,100 |
| 12 (Subtotal rows 3-11) | \$ 13,089,485 | \$ 18,930,385 | \$ 22,024,687 | \$ 20,568,214 | \$ 20,568,213 | \$ 17,528,785 | \$ 13,931,685 |
| 13 PROGRAM INCOME AVAILABLE FOR YEAR (rows 2 + 12) | \$ 14,692,196 | \$ 21,687,348 | \$ 24,781,650 | \$ 23,325,177 | \$ 23,325,176 | \$ 15,461,207 | \$ 14,004,106 |
| 14 ADD ENTITLEMENT AMOUNT | 47,769,700 | 53,651,938 | 53,651,938 | 53,651,938 | 53,651,938 | 53,358,857 | 53,358,857 |
| 15 PRIOR YEAR SAVINGS | 1,882,683 | 3,444,926 | 3,444,926 | 6,663,139 | 6,663,139 | 2,508,726 | 2,508,726 |
| 16 CRA/LA ROPS 18-19a (7/1/18-12/31/18), first payment (1/4) of CDBG \$20 million loan (CF 12-0014-S28); State approved repayment (moved to line 6) | 5,000,000 | | | | | | |
| 17 CRA/LA payment for CDBG portion (35%) from sale of Westlake Theatre at 634 Alvarado (removed as actually received in PY 43) | 665,000 | - | - | - | - | - | - |
| 18 Sale proceeds from Adams/La Brea North Acquisition Project (not PI) | | | | 485,842 | 485,842 | | |
| 19 General Fund reimbursement to Letter of Credit to resolve audit issues | | | | 1,662,371 | 1,662,371 | 1,974,593 | 1,974,593 |
| 20 Metropolitan District Square #C-122004 Partial Repayment | | | | | | 2,109,547 | 2,109,547 |
| 21 Reimbursement by Parks First Trust Fund for East Hollywood Public Garden and Achievement Center (for CD 4 or 13) (CF 11-1150-S5) | | | | | | | 376,056 |
| 22 Program and Admin Savings Subtotal (rows 15-21) | \$ 7,547,683 | \$ 3,444,926 | \$ 3,444,926 | \$ 8,811,351 | \$ 8,811,351 | 6,592,866 | 6,968,922 |
| 23 Savings from Midyear Reprogramming | | | | | | | 4,868,629 |
| 24 AVAILABLE RESOURCES FOR PROGRAM YEAR (rows 13+14+22+23) | \$ 70,009,580 | \$ 78,784,211 | \$ 81,878,513 | \$ 85,788,466 | \$ 85,788,465 | \$ 75,412,931 | \$ 79,200,515 |
| 25 Amount allocated for Action Plan | \$ 70,009,579 | \$ 81,278,361 | \$ 81,878,514 | \$ 87,856,044 | \$ 87,716,044 | \$ 75,412,930 | \$ 79,200,512 |
| 26 Surplus/Deficit | \$ 1 | \$ (2,494,149) | \$ (1) | \$ (2,067,578) | \$ (1,927,579) | \$ 1 | \$ 2 |
| 27 PY 44 project allocation moving to PY 45 to balance Program Income | | | | | \$ 2,000,000 | | |
| 28 Revised Surplus/Deficit | | | | | \$ 72,421 | | |
| 29 | | | | | | | |
| 30 PY 46 CAP COMPUTATIONS | | | | | | PY 45 CAP COMPUTATIONS | |
| 31 | | | | | | Public Service | Admin |
| 32 | | | | | | Proj PY 44 Program Income | Proj PY 45 Program Income |
| 33 HCIDLA Monitored Loans | | | | | 13,031,983 | | 7,508,000 |
| 34 Commercial and Industrial Earthquake Recovery Loan Program (CIERLP) payments | | | | | 649,888 | | 930,700 |
| 35 CRA/LA Recognized Obligation Payment Schedule (ROPS) 19-20 (7/1/19- 6/30/20), Interest on CDBG 20-year loan (maturity date: 6/30/2021) | | | | | 79,485 | | 79,485 |
| 36 CRA/LA ROPS 19-20 (7/1/19-6/30/20), 25% of \$20 million loan each yr starting in PY 44; 2nd pymt PY 45 (CF 12-0014-S28) | | | | | 5,000,000 | | 5,000,000 |
| 38 EWDD Loans | | | | | 832,033 | | 41,000 |
| 39 Neighborhood Facilities | | | | | 10,443 | | 10,000 |
| 40 Misc. Program Income | | | | | 18,220 | | 17,400 |
| 41 Section 108 loans | | | | | 6,027,300 | | 4,499,000 |
| 42 TOTAL PROJECTED PROGRAM INCOME RECEIPTS | | | | | \$ 25,649,352 | | \$ 18,085,585 |
| 43 ADD ENTITLEMENT AMOUNT | | | | | 53,651,938 | | 53,651,938 |
| 44 TOTAL ANTICIPATED RESOURCES | | | | | \$ 79,301,290 | | \$ 71,737,523 |
| 45 Multiply by Cap Rate | | | | | 15% | | 20% |
| 46 TOTAL CAP AVAILABLE—PUBLIC SERVICE | | | | | \$ 11,895,000 | | |
| 47 TOTAL CAP AVAILABLE—ADMINISTRATIVE | | | | | | | \$ 14,347,000 |
| 48 Difference from PY 45 Approved Caps | | | | | \$ (77,000) | | \$ (821,700) |
| 49 | | | | | | | |

Note: Highlighted cells indicate figures that are different than cell immediately to the left of the highlighted cell.

**45th Year (2019-2020) Housing and Community Development Consolidated Plan
Controller Instructions**

1) For Fiscal Year 2019-2020, **AUTHORIZE** the Controller to:

Community Development Block Grant

a) Establish new accounts and appropriate within the Community Development Trust Fund No. 424 as follows:

| Account | Title | Amount |
|----------------|---|---------------------|
| 43S511 | Bradley Plaza Green Project | 107,000.00 |
| 43S293 | Coronado (Golden Age) Park | 21,000.00 |
| 43S297 | CRCD Enterprises Job Training Site Project | 30,000.00 |
| 43S878 | Aging Dept Eviction Prevention for Older Adults | 70,000.00 |
| 43S716 | Pio Pico Library Pocket Park | 2,000,000.00 |
| 43S894 | FamilySource-Targeted Homeless Intervention Pilot | 30,000.00 |
| 43S279 | HLH Holdings LLC Optometry | 50,000.00 |
| | Total | 2,308,000.00 |

b) Increase/Decrease appropriations within the Community Development Trust Fund No. 424 as follows:

| Account | Title | Amount |
|----------------|--|---------------------|
| 43S284 | JEDI Zone Façade Improvement | 300,000.00 |
| 43S420 | Aging | 600,000.00 |
| 43S733 | DV Shelter Improvement Capital | 376,056.00 |
| 43S770 | North Hollywood Area 3 Street Lighting | 200,000.00 |
| 43S783 | Skid Row Neighborhood Improvements | 1,545,228.00 |
| 43S260 | GRID 110 | 57,000.00 |
| 43S581 | Domestic Violence Shelters | 390,000.00 |
| | Total: | 3,468,284.00 |

c) Decrease appropriations within the Community Development Trust Fund No. 424 as follows:

| Account | Title | Amount |
|----------------|-------------------------------|---------------|
| 43S872 | Children's Savings Acct | 130,000.00 |
| 43S873 | Displacement Right to Council | 937,000.00 |
| 43S876 | Skid Row Community Space | 100,000.00 |
| 43R716 | Pio Pico Library Pocket Park | 2,000,000.00 |

**45th Year (2019-2020) Housing and Community Development Consolidated Plan
Controller Instructions**

| Account | Title | Amount |
|----------------|---|---------------|
| 43S789 | Citywide Training on CDBG Administration | 13,200.00 |
| 43S790 | Information Systems Improvements for CDBG Administr | 100,000.00 |
| 43S588 | Slum & Blight Area Documentation | 100,000.00 |
| 43S692 | Neighborhood Stabilization Study | 100,000.00 |
| 43S112 | City Attorney | 11,144.00 |
| 43S102 | Aging | 10,557.00 |
| 43S168 | City Planning | 1,573.00 |
| 43S166 | Personnel | 4,080.00 |
| 43S122 | Economic and Workforce Development | 54,510.00 |
| 43S299 | Reimbursement of General Fund (EWDD) | 34,837.00 |
| 43R102 | Aging | 52,691.06 |
| 43R420 | Aging Delivery System | 97,168.00 |
| 43P112 | CITY ATTORNEY | 69,101.51 |
| 43M422 | HEALTHY NEIGHBORHOOD MARKET NETWORK | 24,461.26 |
| 43R260 | GRID 110 | 40,900.00 |
| 43R299 | Reimbursement of General Fund Costs | 500,000.00 |
| 43M143 | HOUSING AND COMMUNITY INVESTMENT | 382.57 |
| 43N143 | HOUSING AND COMMUNITY INVESTMENT | 18,206.09 |
| 43P143 | HOUSING AND COMMUNITY INVESTMENT | 167,281.98 |
| 43P299 | Reimbursement of General Fund Costs | 1,171,483.62 |
| 43R217 | Section 108 Debt Service | 55,627.50 |
| 43P281 | LEAD HAZARD REDUCTION | 5,172.97 |
| 43R588 | Handyworker | 83,764.98 |
| 43R140 | General Services | 18,702.24 |
| 43L512 | LA THEATER CENTER FIRE & SAFETY IMPROVEMENTS | 2,927.30 |
| 43M457 | 41st YEAR TIMELESS REPROGRAMMING PROJETS | 30,001.91 |
| 43M512 | LA THEATER CENTER FIRE & SAFETY IMPROVEMENTS | 1,636.79 |
| 43P548 | PALS Youth Center | 2,868.56 |

**45th Year (2019-2020) Housing and Community Development Consolidated Plan
Controller Instructions**

| Account | Title | Amount |
|----------------|---|-----------------------|
| 43P581 | DOMESTIC VIOLENCE SHELTERS | 20,846.00 |
| 43R581 | Domestic Violence Shelters | 77,481.00 |
| 43P582 | FAMILYSOURCE CENTERS-NONPROFIT MANAGED | 285,705.67 |
| 43L381 | LAHSA-SPECIAL ECONOMIC OPP-CBDO | 571.00 |
| 43P354 | LAHSA HOMELESS EMERGENCY SHELTER SERVICES | 41,247.67 |
| 43P184 | PW-STREET LIGHTING | 192.41 |
| 43N184 | PW-STREET LIGHTING | 438.92 |
| 43N186 | PW-STREET SERVICES | 111,068.11 |
| | Total: | \$6,476,830.12 |

- d) Decrease appropriations within Fund No. 100/12 City Attorney Account No. 001010 Salaries in the amount of \$11,144.00
- e) Decrease appropriations within Fund No. 100/02 Aging Account No. 001010 Salaries in the amount of \$10,557.00.
- f) Decrease appropriations within Fund No. 100/68 City Planning Account No. 001010 Salaries in the amount of \$1,573.00.
- g) Decrease appropriations within Fund No. 100/66 Personnel Account No. 001010 Salaries in the amount of \$4,080.00.
- h) Decrease appropriations within Fund No. 100/22 Economic and Workforce Development Account No. 001010 Salaries in the amount of \$54,510.00.
- i) Transfer the amount of \$376,056 from the Vermont/Snap Parks First Trust Fund, Fund No. 45B/10 to CDBG fund, Fund No. 424/43 as follows

| | Fund | Depart | Account No. | Account Name | Amount |
|-------|------|--------|-------------|--------------------------------------|-----------|
| From: | 45B | 10 | 10L402 | Los Angeles Community Garden Council | \$376,056 |
| To: | 424 | 43 | RSRC 5161 | REIMBURSEMENT OF EXPENDITURES | \$376,056 |

**45th Year (2019-2020) Housing and Community Development Consolidated Plan
Controller Instructions**

- j) Establish new accounts and appropriate \$670,000 within the Senior Human Service Program Fund Number 42J as follows:

| Account | Title | Amount |
|----------------|-------------------------------|---------------------|
| 02S995 | Eviction Prevention Program | 70,000.00 |
| 02S996 | Home-Delivered Meals-Vehicles | 600,000.00 |
| | Total: | \$670,000.00 |

HOPWA Grant

- k) Decrease appropriations within the HOPWA Fund No. 569 as follows:

| Account | Title | Amount |
|----------------|--------------------------|---------------------|
| 43N372 | HOPWA DEVELOPMENT | 169,260.00 |
| 43P440 | HOPWA PSH | 1,230,740.00 |
| 43M143 | Housing and Community | 5.21 |
| 43N326 | HOPWA Subsidy Assistance | 6,293.89 |
| 43N143 | Housing and Community | 1,263.82 |
| 43N438 | HOPWA RESERVE | 79.53 |
| 43R265 | Savings HOPWA Program | 292,357.55 |
| | Total: | 1,700,000.00 |

- l) Establish new accounts and appropriate within the HOPWA Fund No. 569 as follows:

| Account | Title | Amount |
|----------------|-------------------------|---------------------|
| 43R287 | HOPWA-HACLA | 300,000.00 |
| 43S288 | HOPWA-Connections grant | 1,400,000.00 |
| | Total: | 1,700,000.00 |

Department of Aging

Aging Services Delivery System
Eviction Prevention Program for Older Adults

Funding Sources:

Community Development Block Grant (CDBG)

Term of Performance:

See Below

Program Description:

Department of Aging Services Delivery System: The Department of Aging (LADOA) oversees 15 multipurpose senior centers throughout the city that provide a variety of evidence-based program services to older adults to promote health and financial stability. Services include Home Delivered Meals to frail, homebound, low-income older adults. Contractors will purchase much needed equipment (Home Delivered Meal vehicles and related equipment) to enhance services to these clients and meet the Mayor's sustainability goals.

Department of Aging Eviction Prevention Pilot Program for Older Adults (CF 19-1087): The Department of Aging (LADOA) provides legal services to older adults. The Legal Services Contractor will establish and implement a program to provide legal services and cash assistance to low-income older adults experiencing evictions.

| Contractor | Contract Number | Existing Contract Amount | Additional PY45 CDBG | Total Contract Amount | Proposed Amendment # | Contract Term |
|-------------------------------------|-----------------|--------------------------|----------------------|-----------------------|----------------------|----------------------|
| Wilmington Jaycees Foundation, Inc. | 133736 | \$947,006 | \$600,000 | \$1,547,006 | 1 | 7/1/2019 - 6/30/2020 |
| Bet Tzedek | 134003 | \$367,790 | \$70,000 | \$437,790 | 1 | 7/1/2019 - 6/30/2020 |

Los Angeles Housing and Community Investment Department

Domestic Violence Shelter Program

Funding Sources:

Community Development Block Grant (CDBG)

Term of Performance:

July 1, 2019 - June 30, 2020

Procurement:

A request for proposals (RFP) was released in 2017 (C.F. 17-0600-S37). The program was renamed the Domestic Violence/Human Trafficking Shelter Operations Program in the 2018-19 program year.

Program Description:

The Domestic Violence Shelter Operations program is part of a comprehensive, multifaceted approach to combating domestic violence in the city with the goal of providing survivors of domestic violence an individualized, case-managed plan of services that will ensure immediate safety and, over the longer term, will motivate and equip victims of domestic violence with appropriate skills and self-knowledge to support themselves and their families independent of the batterer. Through the DVSO program, customers receive psycho-social counseling, job preparation, job search assistance, financial management and parenting skills, among other services needed to enhance personal stability and improve economic opportunities.

| Contractor | Contract Number | Existing Contract Amount | Additional PY 45 CDBG | Total Contract Amount | Proposed Amendment # |
|---|------------------------|---------------------------------|------------------------------|------------------------------|-----------------------------|
| 1736 Family Crisis Center | 133493 | \$320,010 | \$27,857 | \$347,867 | 1 |
| Center for the Pacific Asian Family, Incorporated | 133498 | \$235,000 | \$55,714 | \$290,714 | 1 |
| Good Shepherd Shelter of Los Angeles | 133745 | \$146,173 | \$27,857 | \$174,030 | 1 |
| Haven Hills, Inc. | 133495 | \$258,085 | \$55,714 | \$313,799 | 1 |
| Jenesse Center, Inc. | 133530 | \$223,580 | \$55,714 | \$279,294 | 1 |
| Jewish Family Service of Los Angeles | 133534 | \$179,090 | \$55,714 | \$234,804 | 1 |
| Ocean Park Community Center (The People Concern) | 133537 | \$242,832 | \$27,857 | \$270,689 | 1 |
| Rainbow Services, Ltd. | 133489 | \$255,313 | \$55,714 | \$311,027 | 1 |
| So. California Alcohol & Drug Programs, Inc. | 133742 | \$244,336 | \$27,857 | \$272,193 | 1 |

Total Additional PY 45 CDBG: \$389,998

Economic & Workforce Development Department
Economic Development

Funding Sources:
Community Development Block Grant (CDBG)

Program Description:

The City's Economic and Workforce Development Department (EWDD) Economic Development Division evaluates potential economic development projects and activities based on the Con Plan's priority needs, and how they impact economic opportunities principally for low-and moderate-income persons. The below projects will create jobs through site expansion and improvements, and promote business growth through providing assistance and support.

| Contractor | Contract Number | Existing Contract Amount | PY 45 CDBG | Total Contract Amount | Proposed Amendment # | Contract Term |
|-------------------------|-----------------|--------------------------|------------|-----------------------|----------------------|----------------------|
| Grid 110 ^{1,2} | C-134344 | \$425,000 | \$57,000 | \$482,000 | 1 | 8/13/2019-12/31/2020 |
| HLH Holdings, LLC | C-134419 | \$200,000 | \$50,000 | \$250,000 | 1 | 11/1/2019-3/30/2025 |

1. This amendment for GRID 110 also includes the below information:

- Amend the Scope of Work and Contractor Responsibility, so that the Contractor will create 14 Full Time Equivalents (FTEs), 51% (7.14) of FTE created must be made available to or filled by low-moderate income individuals, in compliance with the requirements of federal regulations; and
- All other contractual requirements remain unchanged.

2. Includes recaptured funds from prior year contract

Los Angeles Housing and Community Investment Department

Family Source - Targeted Homeless Intervention Pilot

Funding Sources:

Community Development Block Grant (CDBG)

Term of Performance:

July 1, 2019 - June 30, 2020

Program Description:

NEW Economics for Women is a FamilySource Contractor which serves homeless students and their families that live along the Sepulveda Corridor. The Contractor, through a case manager, will coordinate services for homeless families with children attending LAUSD schools living in motels on Sepulveda Boulevard in the San Fernando Valley to provide resources, interventions, empowerment and opportunities, and work to improve attendance and performance in school.

| Contractor | Contract Number | Existing Contract Amount | PY 45 CDBG | Total Contract Amount | Proposed Amendment # |
|-------------------------|-----------------|--------------------------|------------|-----------------------|----------------------|
| New Economics for Women | CO133705 | \$800,000 | \$30,000 | \$830,000 | 1 |

Housing Opportunities for Persons with HIV/AIDS (HOPWA)

Funding Sources:

Housing Opportunities for Persons with HIV/AIDS (HOPWA)

Term of Performance:

See Below

Procurement:

The HOPWA contractors were procured through Request for Proposals (RFP) processes in 2015 and 2016.

Program Description:

The HOPWA program is designed to provide housing and supportive services to low-income persons living with HIV/AIDS and their families. HCIDLA administers the HOPWA grant on behalf of the entire county of Los Angeles, as directed by federal statute, which also requires that each HOPWA service provider be allocated administrative funds in addition to program dollars, which are shown in the charts below.

The below contract amendments supercede and replace previously authorized amendments that have not been executed. (CF# 18-0106-S1 approved 12/17/2018; CF# 18-0106-S2 approved 4/9/2019)

| Contractor | Contract Number | Existing Contract Amount | PY 44 HOPWA Reprogramming (CF #18-0106-S1, 12/17/2018) | PY 45 HOPWA Reprogramming | Total Contract Amount | Proposed Amendment # | Contract Term |
|--|-----------------|--------------------------|---|---------------------------|-----------------------|----------------------|------------------------|
| Housing Authority of the City of Los Angeles (Tenant Based Rental Assistance - Entitlement Grant) | C-126937 | \$12,039,200 | \$711,357 | \$300,000 | \$13,050,557 | 4 | 04/01/2015-06/30/2019* |
| Housing Authority of the City of Los Angeles (Permanent Supportive Housing Connections Grant) | C-128893 | \$1,460,550 | n/a | \$1,400,000 | \$2,860,550 | 1 | 04/01/2016-06/30/2020 |

*This amendment increases compensation retroactively.

Los Angeles Housing and Community Investment Department

Neighborhood Improvement Projects

Funding Sources:

Community Development Block Grant (CDBG)

Term of Performance:

See below

Program Description:

Neighborhood Improvement projects are construction, improvements and/or renovations to various facilities owned and/or operated by nonprofit agencies or City departments.

| Contractor | Contract Number | Existing Contract Amount | PY 45 CDBG | Total Contract Amount | Proposed Amendment # | Contract Term |
|---|-----------------|--------------------------|------------|-----------------------|----------------------|---|
| Coalition for Responsible Community Development | New | | \$30,000 | \$30,000 | | One year from execution plus 5 years service payback |
| Jewish Family Service of Los Angeles | New | | \$376,056 | \$376,056 | | Three years from execution plus 5 years service payback |
| The Los Angeles Neighborhood Land Trust | C-129222 | \$700,000 | \$21,000 | \$721,000 | 3 | 5/4/2017-5/3/2020 plus 7.25 years service payback |

TRANSMITTAL

To:

THE COUNCIL

Date: 08/11/2017

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garceiti', is written over the printed name.

(Ana Guerrero) for

ERIC GARCEITI
Mayor



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Community Services & Development Bureau
1200 West 7th Street, 9th Floor, Los Angeles, CA 90017
tel 213.928.9071 | fax 213.808.8999
hcidla.lacity.org

August 9, 2017

Council File No.: 16-1091, 17-0600-S34

Council Districts: All

Contact Persons:

Abigail Marquez (213) 808-8462

Julie O'Leary (213) 922-9626

Angela Peavy (213) 808-8954

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

COUNCIL TRANSMITTAL: REVISIONS AND AMENDMENTS TO 43RD PROGRAM YEAR HOUSING AND COMMUNITY DEVELOPMENT CONSOLIDATED PLAN BUDGET, CONTRACT AUTHORITIES, AND CONTROLLER INSTRUCTIONS

SUMMARY

On February 24, 2017, the City Council adopted the 43rd Program Year (PY) Housing and Community Development Consolidated Plan (C.F. 16-1091). Since then, Congress approved the 2017 federal budget and the U.S. Department of Housing and Urban Development (HUD) announced the federal allocations for the year. Although three of the four grant allocations are less than the amounts in the City's approved plan, overall there is a net increase in funding, due to additional program income received at the end of the prior program year, additional savings from prior years, and proceeds from the Los Angeles City Recognized Obligation Payment Schedule (ROPS) from a CRA/LA asset sale (see summary in Attachment 1).

For various factors, the City has been challenged with meeting Community Development Block Grant (CDBG) timeliness standards set by HUD. As such, the Los Angeles Housing and Community Investment Department (HCIDLA) recommends allocating additional funding to projects that: 1) have already received CDBG funds and need additional funding to be completed, 2) can spend the funding by the January 30, 2018 timeliness deadline, or 3) put the City at risk in other ways and need additional funding to address the issues (see summary in Attachment 1). The amended budget is included as Attachment 2. This transmittal requests authority for contracts and amendments, as well as approval of additional Controller instructions and other clarifying language. When savings are identified as available from prior years or from projects that are not moving forward, the department will return with recommendations for reprogramming funds to continue to address CDBG timeliness.

RECOMMENDATIONS

The General Manager of HCIDLA respectfully requests that:

- I. Your office schedule this transmittal at the next available meeting of the appropriate City Council committee(s) and forward it to the City Council for review and approval immediately thereafter.
- II. That the Council, subject to the approval of the Mayor, take the following actions:
 - A. Approve the amended PY 43 Housing and Community Development Consolidated Plan (Con Plan) and the related budgets for the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME), Housing Opportunities for Persons With AIDS (HOPWA), and Emergency Solutions Grant (ESG), included as Attachment 2.
 - B. Approve the Controller instructions for programs approved in the amended PY 43 Con Plan and programs funded in prior years, as indicated in Attachment 3.
 - C. Authorize the General Managers, or their designees, of program implementing departments to negotiate and execute contracts, contract amendments and/or interdepartmental agreements as needed with the grant recipients as identified in Attachments 2 and 4 and consistent with Council action, in amounts not to exceed those set forth in the amended PY 43 Con Plan, and in consultation with HCIDLA as grant administrator, and in substantial conformance with the pro forma agreements for public service activities or construction as provided in C.F. 06-2366, subject to: (1) City Attorney review and approval as to form; (2) review and approval by the Public Works Bureau of Contract Administration as to compliance with the City's contracting requirements; (3) federal approval of the PY 43 Action Plan; and (4) receipt by the City of the grant funds.
 - D. Approve the reprogramming of \$16,408,118 as the corrected amount of HOPWA savings from prior years, as a source of revenue for the projects identified in Attachment 2.
 - E. Approve the reprogramming of \$600,000 in CDBG from PY 42 and \$800,000 in CDBG from PY 43 from the 88th Street and Vermont Youth and Community Center, as a source of revenue for the projects identified in Attachment 2. Mayor and Council approved the expenditure of \$3,245,154 of Proposition HHH funds for this project in place of CDBG funds (C.F. 17-0090).
 - F. Find that the work on the Devonshire PALS Youth Center project can be performed more economically or feasibly by City employees, and that General Services Department construction staff may be utilized to perform the work, as the site is owned by the City.
 - G. Approve the reduction of accounts in the CDBG and HOME Trust Funds that are not supported, in order to align the appropriation with the grant balance, as detailed below in CDBG and HOME Trust Funds Appropriation Alignment.
 - H. Authorize the General Manager, HCIDLA, or designee to submit an amendment to the PY 43 Con Plan as necessary to effectuate the intent of this transmittal and to post the Substantial Amendment for a 30-day public comment, and instruct City departments to refrain from implementing any of the proposed changes and incurring any costs until the public comment period is completed and all Project Eligibility Proposals (PEP) and National Environmental Policy Act (NEPA) reviews are completed.

- I. Authorize HCIDLA to make technical corrections that may be required and are consistent with the intent of the PY 43 Con Plan actions and authorize the Controller to implement these instructions, subject to the approval of the Chief Legislative Analyst (CLA).
- J. Authorize the General Manager, HCIDLA, or designee, to negotiate and execute a new contract with Languages4You in the amount of \$50,000 for the period of August 1, 2017 through July 30, 2018, including an option to renew the contract for two additional one-year periods, not to exceed a total of three years, subject to the following: a) approval of the City Attorney as to form; b) availability of funds; and, c) satisfactory contractor performance.

DISCUSSION

Changes to Funding Amounts

Final grant amounts were announced by HUD, and three of the grants—CDBG, HOME, and ESG—are less than the amounts in the City’s approved plan. The approved plan included contingency language that directed HCIDLA on how to revise the plan for submission to HUD, if there were reductions at the federal level, and the contingency language was followed before the plan was submitted to HUD.

However, for CDBG and HOPWA there are additional changes to funding amounts, which require further modifications and approval by Mayor and Council. Upon approval of these changes, HCIDLA will prepare an amendment to the Con Plan for submission to HUD. Attachment 1 further demonstrates the changes to funding.

For ESG and HOME funding, the changes directed by the contingency language are incorporated into the budget in Attachment 2.

| Grant | | Entitlement from HUD | Program Income | Prior Year Savings | Totals |
|---------------|------------------|----------------------|----------------|--------------------|---------------|
| CDBG | Council Approved | \$49,744,488 | \$14,872,203 | \$463,015 | \$65,079,706 |
| | Actual Amount | \$49,416,902 | \$16,857,522 | \$4,074,920 | \$70,349,344 |
| | Amount Change | (\$327,586) | \$1,985,319 | \$3,611,905 | \$5,269,638 |
| | % Change | -0.7% | 13.3% | 780.1% | 8.1% |
| ESG | Council Approved | \$4,496,906 | - | - | \$4,496,906 |
| | Actual Amount | \$4,478,369 | - | - | \$4,478,369 |
| | Amount Change | (\$18,537) | - | - | (\$18,537) |
| | % Change | -0.4% | 0.0% | 0.0% | -0.4% |
| HOME | Council Approved | \$19,877,376 | \$13,680,000 | - | \$33,557,376 |
| | Actual Amount | \$19,782,920 | \$13,680,000 | - | \$33,462,920 |
| | Amount Change | (\$94,456) | - | - | (\$94,456) |
| | % Change | -0.5% | 0.0% | 0.0% | -0.3% |
| HOPWA | Council Approved | \$15,515,000 | - | \$6,142,388 | \$21,657,388 |
| | Actual Amount | \$15,610,951 | - | \$16,408,118 | \$32,019,069 |
| | Amount Change | \$95,951 | - | \$10,265,730 | \$10,361,681 |
| | % Change | 0.6% | 0.0% | 167.1% | 47.8% |
| Totals | Council Approved | \$89,633,770 | \$28,552,203 | \$6,605,403 | \$124,791,376 |
| | Actual Amount | \$89,289,142 | \$30,537,522 | \$20,483,038 | \$140,309,702 |
| | Amount Change | (\$344,628) | \$1,985,319 | \$13,877,635 | \$15,518,326 |
| | % Change | -0.4% | 7.0% | 210.1% | 12.4% |

CDBG Changes

There is a net increase of approximately \$5.3 million in CDBG funds available for the PY 43 Con Plan (see Attachment 5). The increase in available CDBG funds is the result of three factors, the first being an increase in actual CDBG program income received above what was projected. Secondly, the California Department of Finance approved the Los Angeles City Recognized Obligation Payment Schedule (ROPS 17-18) for CRA/LA, which remitted the proceeds from the sale of property at 4347 West Adams Boulevard. The final payment of \$2,211,905 for this property was due between July and December 2017. The City has received these funds, and they will be returned to the CDBG line of credit for use on CDBG-eligible projects. These funds are included as Prior Year Savings in the amended budget (Attachment 2). Finally, an additional \$1.4 million is available from the 88th Street and Vermont Youth and Community Center (see Recommendation II.E above). As the entire project is a permanent supportive housing development, which includes the community center for providing supportive services, it qualified to receive funding from Proposition HHH, a recently enacted bond program for the development of affordable housing and service facilities for homeless persons (C.F. 17-0090). Through this recent action, Mayor and Council approved the expenditure of \$3,245,154 in Proposition HHH funds for this project in place of CDBG funds. These reprogrammed funds are included as Prior Year Savings in the amended budget (Attachment 2).

Building Improvement Fund

The City has made it a priority to reduce risk concerning complying with federal accessibility standards by allocating funds in the Building Improvement Fund in PY 42 and 43. The PY 43 Building Improvement Funds will be used for Americans with Disabilities Act (ADA) accessibility improvements and HCIDLA has identified the following City-owned FamilySource Center sites needing improvements in an evaluation report completed in May 2017. The following sites were prioritized according to the extent of significant findings and the maximum number of sites to be improved with available funds. The Building Improvement Fund will be increased from \$588,743 to \$1,184,300, and the funds would be distributed as follows:

| | |
|--|-------------|
| Barrio Action Youth & Family Center, Council District 14 | \$171,800 |
| The Children’s Collective, Council District 8 | \$227,600 |
| El Nido Family Center-Pacoima, Council District 7 | \$452,700 |
| El Centro De Ayuda Corp. (Lucille Beserra Roybal and Boyle Heights City Hall), Council District 14 | \$282,500 |
| El Centro Del Pueblo – Cypress Satellite, Council District 1 | \$49,700 |
| Total Building Improvement Fund | \$1,184,300 |

Funding will be appropriated to the General Services Department, Construction Forces Division, which will perform the needed work.

Activities/Projects Recommended for CDBG Funding

For the past three years, the City has been challenged to meet the CDBG timeliness requirement of having no more than 1.5 times the annual entitlement amount as cash-on-hand as of January 30. HCIDLA staff consulted with other departments facilitating Neighborhood Improvement projects, including Recreation and Parks, General Services, and Public Works–Bureau of Engineering, as well as with nonprofit organizations with existing CDBG projects, to identify projects that are currently underway and have a funding shortfall. Recreation and Parks also identified projects that had not previously received CDBG, but if funded soon, could spend the funds by January 2018. Allocating funds to these projects will support spending CDBG by January 2018 to help the City meet the timeliness requirement. Projects whose design and cost estimates are either underway or completed, and projects

that either have started construction or will start construction shortly were selected. HCIDLA recommends the following activities and projects for changes and for receiving the additional available CDBG funds.

CDBG Programming Changes

| Project | Council District | Prior Year Funding | | Recommended Amount | Comment |
|---|------------------|--------------------|-----------|--------------------|---|
| Administrative Cap | Citywide | Continu-ous | | (\$65,540) | The 20% administrative cap was reduced because of a reduction in the entitlement. The contingency language calls for a \$25,000 reduction to LAHSA and the remaining amount of \$40,540 as a reduction to HCIDLA. |
| Domestic Violence Shelter Operations | Citywide | Continu-ous | | \$246,500 | The 15% public service cap increased due to an increase in program income. This one-time increase is recommended for the Domestic Violence Shelter Operations program to increase the service capacity of the facilities. |
| Building Improvement Fund | 1, 7, 8, 14 | PY 42 | \$250,000 | \$595,557 | This amount will be added to the previously allocated \$588,743 for a total of \$1,184,300 for ADA improvements to five sites in the 4 Council Districts (see list above in Building Improvement Fund). |
| Coronado Park | 1 | PY 41 | \$600,000 | \$250,000 | A restroom was included in the original design, but not in the original estimate. Additional funds will allow the installation of an ADA accessible restroom in the new park. |
| Devonshire PALS Youth Center | 12 | PY 41 | \$350,000 | \$150,000 | Bids recently were obtained from private general contractors and from the General Services Dept., and the lowest bid price is \$150,000 over the amount awarded. Additional funds will allow the project to retain the playground equipment in the plans. |
| Green Alley Project (West of Central Ave between Jefferson and 43 rd) | 9 | PY 42 | \$500,000 | \$200,000 | The subrecipient has identified other funding sources to help resolve a considerable shortfall. Providing the remaining amount needed will allow the project to proceed on schedule. |
| Louise Park Restroom Improvements | 6 | N/A | N/A | \$250,000 | Funding will be used for ADA accessibility improvements to the restrooms. |
| MacArthur Park Capital Improvements Historical Review | 1 | PY 39 | \$500,000 | \$50,482 | Funding will pay a consultant to assess the impact of \$20 million of planned improvements, in accordance with §106 of the National Historic Preservation Act. |

| Project | Council District | Prior Year Funding | | Recommended Amount | Comment |
|--|------------------|--------------------|-------------|--------------------|--|
| | | | | | |
| New Directions for Youth Recreation Center | 2 | PY 40 | \$200,000 | \$400,000 | Bids recently were obtained from private general contractors, and the lowest bid price is \$400,000 over the available funding. |
| Reach for the Top | 10 | PY 34 | \$350,000 | \$300,000 | The subrecipient secured other funding to begin construction; however, the lowest bid price is \$300,000 over the available funding. |
| | | PY 36 | \$305,000 | | |
| | | PY 39 | \$120,000 | | |
| | | PY 41 | \$1,000,000 | | |
| | | PY 42 | \$200,000 | | |
| | | Total | \$1,975,000 | | |
| Watts Towers-Cultural Crescent Parking Lot | 15 | PY 38 | \$395,800 | \$16,000 | Construction work is nearing completion and a funding shortfall of \$16,000 was identified. |
| | | PY 39 | \$350,000 | | |
| | | Total | \$745,800 | | |
| Balance available to program | TBD | | | \$2,876,639 | Funding will be allocated in the next reprogramming report after meeting with City departments and Council offices to identify CDBG savings. |
| Total | | | | \$5,269,638 | |

The nonprofit, Community Build, has indicated that it may need additional funding for the remaining block north of the 88th and Vermont Youth and Community Center to Manchester Boulevard to include street trees, sidewalks, façade improvements, and rear alley improvements. HCIDLA will work with the Council office to identify other funds or to apply for CDBG funds in a future year, after the amount of funding needed is identified.

Attachment 4 includes requested contract authorities for some of the above projects, as applicable, and extension of contract terms for some ongoing neighborhood improvement projects.

HOPWA Revisions

There is an increase of approximately \$10.4 million in HOPWA funds available for the PY 43 Con Plan. The increase is the result of three factors: a larger HOPWA entitlement than estimated, incorporation into this year’s budget of the amount reserved for the next program year, and an increase in HOPWA savings from prior years.

Due to recent changes in how the City must account for HUD grant funds (now on a grant-based rather than first-in, first-out basis), it is prudent for the City to reserve HOPWA dollars for use at the beginning of PY 44. As this is a new process, HCIDLA had to seek instruction on how to document the PY 44 reserve amount, which was not documented in the previously approved budget. The amended HOPWA budget in Attachment 2 includes the reserve of \$4,335,002 for PY 44 and the HOPWA resources to be used to fund this reserve.

In addition, HOPWA contractors submitting closeout invoices for PY 42 contracts made additional savings available. The HOPWA program has experienced some significant savings in recent years due to public housing authorities’ inability to expend HOPWA funds on rental subsidies, as fewer property owners are willing to participate in these programs overall. Moreover, it is unclear whether the recent redesign of the program emphasizing regional centers impacts the system’s ability to expend funds, and HCIDLA is reviewing contractor expenditures to analyze this.

HCIDLA recommends using \$8,372,096 of these savings to develop affordable housing units for HOPWA clients (through the managed pipeline and set aside in the budget as *Permanent Supportive Housing Development*). This should help expend the savings in a timely manner and increase the number of housing units that will benefit individuals who are HIV positive. Other minor budget changes reconcile the amended plan to fit more closely with activity names in the HUD system.

CDBG and HOME Trust Funds Appropriation Alignment

The CDBG Trust fund is over appropriated by \$9,748,906.22, as there were appropriation accounts set up in the CDBG Trust Fund that are not supported by the available CDBG grant balance. To align the appropriations in the CDBG Trust Fund to the available grant balance, the accounts that are not supported must be reduced. The table below describes the causes of the over appropriation.

| Description | Amount |
|---|-----------------------|
| C.F. 08-1678-S2 approved an \$8 million float loan for the Hope Street Family/California Hospital Medical Center to provide a development/construction loan. The float loan never occurred. | \$8,000,000.00 |
| C.F. 13-1395 approved \$4,290,756 of CDBG savings to be reprogrammed for PY 40. When funds are reprogrammed, the savings in accounts are reduced and new accounts are set up for the new reprogrammed projects. At the time this was approved, \$270,396.53 of the savings amount was still encumbered, therefore the accounts with the encumbered amount were not decreased. | \$270,396.53 |
| CDBG-funded administration and related costs accounts are appropriated for the July to June fiscal year (FY) via the City budget process (Budget Schedule 8), however, the Con Plan budget year is April to March. Therefore, budget appropriations for the last quarter of the FY are funded by the next program year's Con Plan. In FY 2014, the former Community Development Department (CDD) was reorganized into the newly created Economic and Workforce Development Department (EWDD), and into the former Los Angeles Housing Department that became HCIDLA. The 2013 (PY 39) Con Plan sources for the administration of CDD/EWDD were decreased for the last quarter of FY 2013 due to the Con Plan being transferred to HCIDLA. The over appropriation amount represents the portion of CDD/EWDD's last quarter of FY 2013 that was not funded by CDBG. | \$1,211,456.09 |
| Schedule 8, which is the CDBG budget schedule, in past years has included appropriations that were not supported by the grant. | \$267,053.60 |
| Total | \$9,748,906.22 |

The HOME Trust Fund is also over appropriated by \$1,250,282. For the PY 42 Con Plan, actual program income fell short of the projected amount by \$1,250,282. The HOME Fund 561 accounts will be reduced by said amount to align the appropriations with the actual HOME program income funds received last year.

Translation Services

Executive Order 13166 requires federally-funded programs to provide vital documents in the languages spoken by limited English-speaking individuals served by its programs. Vital documents are any documents needed for program participation such as program description, applications and eligibility and other guidelines, etc. The documents must be translated by professionals to ensure that the information provided is accurate and understandable to the reader. The PY 43 Con Plan allocated \$50,000 for the Translation Services for Language Access Plan Implementation. There is an urgent need for the translation services and the department currently does not have the resources on hand to comply with the requirement.

The City Attorney's Office initiated a Request for Proposal (RFP) on March 13, 2014 in order to obtain the services of one or more outside contractors for its interpreter and translation service needs. The City's intent was

to enter into a contract with one or more selected proposers for a term of one year, with two additional one year options. Even contractors having current contracts with the City were required to respond to the RFP, and be selected, in order to continue their work for the City beyond the termination date of their current contract. Proposers were required to register on the City of Los Angeles Business Assistance Virtual Network at www.labavn.org to complete the proposal process. The contractor was required to provide, but was not limited to, interpreters and translators who are proficient in a variety of languages. As a result of the procurement process, the Office of the City Attorney entered into a contract with Languages4You (CO-124066) not to exceed \$50,000 on June 13, 2014 and later amended the contract to extend for two additional years.

To accommodate the critical need for translation, the department is requesting authority to utilize the Office of the City Attorney’s RFP to execute a one-year contract not to exceed \$50,000 with Languages4You.

PY 44 FUNDING ESTIMATES (C.F. 17-0600-S34)

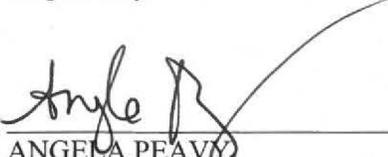
Both of the U.S. House of Representatives and Senate Appropriations Committees have voted on appropriations for the federal fiscal year 2018 (beginning October 1, 2017), which would fund the City’s program year beginning April 1, 2018. Although the President’s proposed budget provided no funding for CDBG and HOME, the House and Senate both have recommended funding all four Con Plan grants. Appropriations have not yet been approved by the full Congressional bodies, which then need to reach consensus. Thus, it is still unclear what the federal allocations will be. HCIDLA will report on this in the fall after more information is known, including whether Congress passes a budget before the next federal fiscal year starts or will have continuing resolutions. Below are the current proposed changes to the grants along with the estimates of what that might translate to at the City level if the cuts were the greater of the two.

| | CDBG | ESG | HOME | HOPWA | Total |
|--------------------------|---------------|-------------|---------------|---------------|---------------|
| House Proposed | -3.3% | -12.9% | -10.5% | 0.0% | -5.2% |
| Senate Proposed | 0.0% | -12.9% | 0.0% | -7.3% | -0.4% |
| Potential Impact on City | (\$1,647,230) | (\$577,854) | (\$2,082,413) | (\$1,140,126) | (\$5,447,622) |

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. The requested funding commitments are fully supported by CDBG, ESG, HOME, and HOPWA federal grant funds.

Prepared by:



ANGELA PEAVY
Senior Management Analyst

Reviewed by:



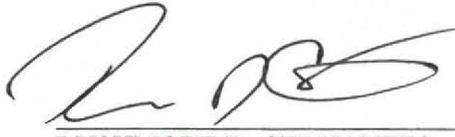
JULIE A. O'LEARY
Chief Management Analyst

Reviewed by:



ABIGAIL R. MARQUEZ
Assistant General Manager

Approved by:



RUSHMORE D. CERVANTES
General Manager

RDC:ARM:JO:AP

- Attachment 1: PY 43 Amended Funding and CDBG Projects
- Attachment 2: Amended PY 43 Con Plan Budget
- Attachment 3: Amended PY 43 Con Plan Controller's Instructions
- Attachment 4: Amended PY 43 Con Plan Contract Authorities Corrections and Revisions
- Attachment 5: 43rd PY Action Plan CDBG Resources and Expenditure Limitation Detail

PY 43 (2017-18) Con Plan Funding Changes

Attachment 1

| 1 | Revenue | A | B | C | D | E | |
|----|--|--------------------|-------------------|-------------------|---------------------|---------------------|---|
| 2 | Federal Allocations | CDBG | ESG | HOME | HOPWA | Total | |
| 3 | PY 43 Council approved | \$49,744,488 | \$4,496,906 | \$19,877,376 | \$15,515,000 | \$89,633,770 | |
| 4 | PY 43 (2017) federal allocation | \$49,416,902 | \$4,478,369 | \$19,782,920 | \$15,610,951 | \$89,289,142 | |
| 5 | Difference | (\$327,586) | (\$18,537) | (\$94,456) | \$95,951 | (\$344,628) | |
| 6 | Plus additional PI and savings | CDBG | ESG | HOME | HOPWA | Total | |
| 7 | Program Income | | | | | | |
| 8 | PY 43 Council approved | \$14,872,203 | \$0 | \$13,680,000 | \$0 | \$28,552,203 | |
| 9 | Amended | \$16,857,522 | \$0 | \$13,680,000 | \$0 | \$30,537,522 | |
| 10 | Difference | \$1,985,319 | \$0 | \$0 | \$0 | \$1,985,319 | |
| 11 | Savings | | | | | | |
| 12 | PY 43 Council approved | \$463,015 | \$0 | \$0 | \$6,142,388 | \$6,605,403 | |
| 13 | Amended | 4,074,920 | \$0 | \$0 | \$16,408,118 | \$20,483,038 | |
| 14 | Difference | \$3,611,905 | \$0 | \$0 | \$10,265,730 | \$13,877,635 | |
| 15 | Total | | | | | | |
| 16 | PY 43 Council approved | \$65,079,706 | \$4,496,906 | \$33,557,376 | \$21,657,388 | \$124,791,376 | - |
| 17 | Amended | \$70,349,344 | \$4,478,369 | \$33,462,920 | \$32,019,069 | \$140,309,702 | - |
| 18 | Surplus/deficit for amendment | \$5,269,638 | (\$18,537) | (\$94,456) | \$10,361,681 | \$15,518,326 | - |
| 19 | Public Service and Admin Caps | | | | | | |
| 20 | Amendment to PS cap | \$246,500 | | | | | |
| 21 | Amendment to Admin cap | (\$65,540) | (\$1,390) | (\$9,446) | \$2,879 | (\$73,497) | |

PY 43 (2017-18) Amended CDBG Projects

Attachment 1

| | A | B | C | D | E |
|--|---|-----------|---|----------------------------------|------------------------|
| 1 CDBG Programming | | | | CDBG available to program | \$5,269,638 |
| 2 Contingency language/Caps | | CD | City Dept. or Nonprofit | Amount | Running balance |
| 3 Domestic Violence Shelter Operations | | Citywide | Various | \$246,500 | \$5,023,138 |
| 4 LAHSA Administration | | Citywide | LAHSA | (\$25,000) | \$5,048,138 |
| 5 HCIDLA Administration | | Citywide | HCIDLA | (\$40,540) | \$5,088,678 |
| 6 Subtotal | | | | \$180,960 | |
| 7 Building Improvement Fund for ADA Improvements from Accessibility Study of FamilySource Centers (City-owned facilities) | | | | | |
| 8 PY 43 Building Improvement Fund Balance | | | | (\$588,743) | \$5,677,421 |
| 9 Barrio Action (El Sereno/Lincoln Heights) | | 14 | General Services | \$171,800 | \$5,505,621 |
| 10 The Children's Collective (SW/Florence) | | 8 | General Services | \$227,600 | \$5,278,021 |
| 11 El Nido Family Center (Pacoima) | | 7 | General Services | \$452,700 | \$4,825,321 |
| 12 El Centro de Ayuda (Lucille Beserra Roybal and Boyle Heights City Hall) | | 14 | General Services | \$282,500 | \$4,542,821 |
| 13 El Centro del Pueblo (Satellite) - Cypress Ave. | | 1 | General Services | \$49,700 | \$4,493,121 |
| 14 Subtotal | | | | \$1,184,300 | |
| 15 Recommended Projects | | | | | |
| 16 Coronado Park | | 1 | The Los Angeles Neighborhood Land Trust | \$250,000 | \$4,243,121 |
| 17 Devonshire PALS Youth Center | | 12 | General Services | \$150,000 | \$4,093,121 |
| 18 Green Alley Project (West of Central Ave between Jefferson and 43rd) | | 9 | The Trust for Public Land | \$200,000 | \$3,893,121 |
| 19 Louise Park Restroom Improvements | | 6 | Recreation & Parks | \$250,000 | \$3,643,121 |
| 20 MacArthur Park Capital Improvements Historical Review | | 1 | Public Works-Engineering | \$50,482 | \$3,592,639 |
| 21 New Directions for Youth Recreation Center | | 2 | New Directions for Youth, Inc. | \$400,000 | \$3,192,639 |
| 22 Reach for the Top | | 10 | Reach for the Top, Inc. | \$300,000 | \$2,892,639 |
| 23 Watts Towers (Cultural Crescent) Parking Lot | | 15 | Cultural Affairs | \$16,000 | \$2,876,639 |
| 24 Subtotal | | | | \$1,616,482 | |
| 25 Grand Total | | | | \$2,392,999 | |

**43rd Program Year Action Plan (2017-18)
AMENDED REVENUES AND EXPENDITURES**

| Row | Project | Project Number | City Dept. | Council District | 2017-18 Budget - Approved 2/24/17 | | | | | Amended 2017-18 Budget | | | | |
|-------------------------------------|---|----------------|------------|------------------|-----------------------------------|-----------------|-------------------|-------------------|-----------------------|------------------------|-----------------|-------------------|-------------------|-------------------------------|
| | | | | | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | 2017-18 Total (PY 43) | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | Revised 2017-18 Total (PY 43) |
| REVENUE / RESOURCES | | | | | | | | | | | | | | |
| 1 | Entitlement | | | | \$ 49,744,488 | \$ 4,496,906 | \$ 19,877,376 | \$ 15,515,000 | \$ 89,633,770 | \$ 49,416,902 | \$ 4,478,369 | \$ 19,782,920 | \$ 15,610,951 | \$ 89,289,142 |
| 2 | Program Income | | | | 14,872,203 | - | 13,680,000 | - | \$ 28,552,203 | 16,857,522 | - | 13,680,000 | - | \$ 30,537,522 |
| 3 | Program and Administrative Savings | | | | 463,015 | - | - | 6,142,388 | \$ 6,605,403 | 4,074,920 | - | - | 16,408,118 | \$ 20,483,038 |
| 4 | TOTAL RESOURCES | | | | \$ 65,079,706 | \$ 4,496,906 | \$ 33,557,376 | \$ 21,657,388 | \$ 124,791,376 | \$ 70,349,344 | \$ 4,478,369 | \$ 33,462,920 | \$ 32,019,069 | \$ 140,309,702 |
| PUBLIC SERVICES | | | | | | | | | | | | | | |
| 5 | Aging Services Delivery System | PS43-01 | Aging | Citywide | \$ 550,000 | \$ - | \$ - | \$ - | \$ 550,000 | \$ 550,000 | \$ - | \$ - | \$ - | \$ 550,000 |
| 6 | Domestic Violence Shelter Operations | PS43-02 | HCIDLA | Citywide | 1,100,000 | - | - | - | \$ 1,100,000 | 1,346,500 | - | - | - | \$ 1,346,500 |
| 7 | FamilySource System (nonprofit managed) | PS43-03 | HCIDLA | Citywide | 5,165,610 | - | - | - | \$ 5,165,610 | 5,165,610 | - | - | - | \$ 5,165,610 |
| 8 | LAHSA - Downtown Drop-In Shelter | HESG2017 | HCIDLA | 14 | - | 378,631 | - | - | \$ 378,631 | - | 378,631 | - | - | \$ 378,631 |
| 9 | LAHSA - Homeless Emergency Shelter & Services | PS43-04 | HCIDLA | Citywide | 2,664,990 | 732,892 | - | - | \$ 3,397,882 | 2,664,990 | 732,892 | - | - | \$ 3,397,882 |
| 10 | LAHSA - Homeless Management System (HMIS) | HESG2017 | HCIDLA | Citywide | - | 224,845 | - | - | \$ 224,845 | - | 224,845 | - | - | \$ 224,845 |
| 11 | LAHSA - Homeless Prevention and Rapid Re-Housing (HPRP) | HESG2017 | HCIDLA | Citywide | - | 1,221,310 | - | - | \$ 1,221,310 | - | 1,204,163 | - | - | \$ 1,204,163 |
| 12 | LAHSA - Winter Shelter Program | HESG2017 | HCIDLA | 7,8,9,11,14 | - | 1,601,960 | - | - | \$ 1,601,960 | - | 1,601,960 | - | - | \$ 1,601,960 |
| 13 | Subtotal - Public Services | | | | \$ 9,480,600 | \$ 4,159,638 | \$ - | \$ - | \$ 13,640,238 | \$ 9,727,100 | \$ 4,142,491 | \$ - | \$ - | \$ 13,869,591 |
| 14 | CAP | | | | \$ 9,480,600 | | | | | \$ 9,727,100 | | | | |
| 15 | Balance between CAP and Allocation | | | | \$ - | | | | | \$ - | | | | |
| ECONOMIC DEVELOPMENT | | | | | | | | | | | | | | |
| 16 | Economic Development Program Delivery | ED43-01 | EWDD | Citywide | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ 1,600,000 | \$ 1,600,000 | \$ - | \$ - | \$ - | \$ 1,600,000 |
| 17 | Grid 110 | ED43-02 | EWDD | Citywide | 350,000 | - | - | - | \$ 350,000 | 350,000 | - | - | - | \$ 350,000 |
| 18 | Healthy Neighborhood Market Network Program | ED43-03 | EWDD | Citywide | 250,000 | - | - | - | \$ 250,000 | 250,000 | - | - | - | \$ 250,000 |
| 19 | LA BusinessSource Program | ED43-04 | EWDD | Citywide | 4,500,000 | - | - | - | \$ 4,500,000 | 4,500,000 | - | - | - | \$ 4,500,000 |
| 20 | Los Angeles Cleantech Incubator | ED43-05 | EWDD | Citywide | 1,100,000 | - | - | - | \$ 1,100,000 | 1,100,000 | - | - | - | \$ 1,100,000 |
| 21 | Micro-loan Program | ED43-06 | EWDD | Citywide | 250,000 | - | - | - | \$ 250,000 | 250,000 | - | - | - | \$ 250,000 |
| 22 | VEDC Restore LA/Great Streets | ED43-07 | EWDD | Citywide | 350,000 | - | - | - | \$ 350,000 | 350,000 | - | - | - | \$ 350,000 |
| 23 | Subtotal - Economic Development | | | | \$ 8,400,000 | \$ - | \$ - | \$ - | \$ 8,400,000 | \$ 8,400,000 | \$ - | \$ - | \$ - | \$ 8,400,000 |
| HOUSING AND RELATED PROGRAMS | | | | | | | | | | | | | | |
| 24 | Affordable Housing Trust Fund Program Delivery | HO43-01 | HCIDLA | Citywide | \$ 4,787,882 | \$ - | 25,201,638 | \$ - | \$ 29,989,520 | \$ 4,787,882 | \$ - | \$ 25,116,628 | | \$ 29,904,510 |
| 25 | HCIDLA - Section 108 Debt Service | HO43-02 | HCIDLA | Citywide | 355,173 | - | - | - | \$ 355,173 | 355,173 | - | - | - | \$ 355,173 |
| 26 | Homeownership Assistance | HO43-03 | HCIDLA | Citywide | 766,478 | | 5,000,000 | - | \$ 5,766,478 | 766,478 | | 5,000,000 | - | \$ 5,766,478 |
| 27 | HOPWA Facility-Based Housing Subsidy Assistance | 2017HO | HCIDLA | Citywide | - | - | - | 3,749,051 | \$ 3,749,051 | - | - | - | 3,166,084 | \$ 3,166,084 |
| 28 | HOPWA Housing Information Services | 2017HO | HCIDLA | Citywide | - | - | - | 382,035 | \$ 382,035 | - | - | - | 621,535 | \$ 621,535 |

**43rd Program Year Action Plan (2017-18)
AMENDED REVENUES AND EXPENDITURES**

Attachment 2

| Row | Project | Project Number | City Dept. | Council District | 2017-18 Budget - Approved 2/24/17 | | | | | Amended 2017-18 Budget | | | | |
|---|---|----------------|--------------------------|------------------|-----------------------------------|-----------------------------------|----------------------|----------------------|-----------------------|------------------------|-----------------|----------------------|----------------------|-------------------------------|
| | | | | | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | 2017-18 Total (PY 43) | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | Revised 2017-18 Total (PY 43) |
| | | | | | 29 | HOPWA Permanent Housing Placement | 2017HO | HCIDLA | Citywide | - | - | - | 1,863,340 | \$ 1,863,340 |
| 30 | HOPWA Permanent Supportive Housing Development | 2017HO | HCIDLA | Citywide | - | - | - | 1,000,000 | \$ 1,000,000 | - | - | - | 8,372,096 | \$ 8,372,096 |
| 31 | HOPWA Reserved for PY 44 | | HCIDLA | Citywide | | | | | | - | - | - | 4,335,002 | \$ 4,335,002 |
| 32 | HOPWA-Resource Identification | 2017HO | HCIDLA | Citywide | - | - | - | 93,000 | \$ 93,000 | - | - | - | 93,000 | \$ 93,000 |
| 33 | HOPWA Service Provider Admin | 2017HO | HCIDLA | Citywide | - | - | - | 1,328,165 | \$ 1,328,165 | - | - | - | 1,297,567 | \$ 1,297,567 |
| 34 | HOPWA Short Term Rent, Mortgage and Utility Payment | 2017HO | HCIDLA | Citywide | - | - | - | 357,321 | \$ 357,321 | - | - | - | 575,034 | \$ 575,034 |
| 35 | HOPWA Supportive Services | 2017HO | HCIDLA | Citywide | - | - | - | 7,477,176 | \$ 7,477,176 | - | - | - | 7,874,677 | \$ 7,874,677 |
| 36 | HOPWA Technical Administration | 2017HO | HCIDLA | Citywide | - | - | - | 250,000 | \$ 250,000 | - | - | - | | \$ - |
| 37 | HOPWA Tenant-Based Rental Assistance (TBRA) | 2017HO | HCIDLA | Citywide | - | - | - | 4,691,850 | \$ 4,691,850 | - | - | - | 4,232,123 | \$ 4,232,123 |
| 38 | Lead Hazard Remediation and Healthy Homes Program | HO43-04 | HCIDLA | Citywide | 745,757 | - | - | - | \$ 745,757 | 745,757 | - | - | - | \$ 745,757 |
| 39 | Single Family Rehabilitation - Handyworker | HO43-05 | HCIDLA | Citywide | 2,352,574 | - | - | - | \$ 2,352,574 | 2,352,574 | - | - | - | \$ 2,352,574 |
| 40 | Urgent Repair Program | HO43-06 | HCIDLA | Citywide | 75,000 | - | - | - | \$ 75,000 | 75,000 | - | - | - | \$ 75,000 |
| 41 | Subtotal - Housing & Related Programs | | | | \$ 9,082,864 | \$ - | \$ 30,201,638 | \$ 21,191,938 | \$ 60,476,440 | \$ 9,082,864 | \$ - | \$ 30,116,628 | \$ 31,550,741 | \$ 70,750,233 |
| NEIGHBORHOOD IMPROVEMENTS (Includes Public Facilities) | | | | | | | | | | | | | | |
| 42 | Building Improvement Fund | NI43-01 | HCIDLA | Citywide | \$ 588,743 | \$ - | \$ - | \$ - | \$ 588,743 | \$ 1,184,300 | \$ - | \$ - | \$ - | \$ 1,184,300 |
| 43 | City Attorney Residential Enforcement (CARE) | NI43-02 | City Atty | Citywide | 150,000 | - | - | - | \$ 150,000 | 150,000 | - | - | - | \$ 150,000 |
| 44 | City Attorney Task Force for Apartment and Rental Properties (TARP) | NI43-03 | City Atty | Citywide | 450,000 | - | - | - | \$ 450,000 | 450,000 | - | - | - | \$ 450,000 |
| 45 | Code Enforcement (Citywide PACE) | NI43-04 | DBS | Citywide | 2,203,491 | - | - | - | \$ 2,203,491 | 2,203,491 | - | - | - | \$ 2,203,491 |
| 46 | Neighborhood Facility Improvements Program Delivery | NI43-05 | HCIDLA | Citywide | 1,232,480 | - | - | - | \$ 1,232,480 | 1,232,480 | - | - | - | \$ 1,232,480 |
| 47 | 88th and Vermont Youth and Community Center | NI43-06 | HCIDLA | 8 | 800,000 | - | - | - | \$ 800,000 | 800,000 | - | - | - | \$ 800,000 |
| 48 | Albion Riverside Park | NI43-07 | RAP | 1 | 250,000 | | | | \$ 250,000 | 250,000 | | | | \$ 250,000 |
| 49 | Algin Sutton Pool | NI43-08 | RAP | 8 | 750,000 | | | | \$ 750,000 | 750,000 | | | | \$ 750,000 |
| 50 | Alpine Recreational Center (Phase 1) | NI43-09 | RAP | 1 | 600,000 | | | | \$ 600,000 | 600,000 | | | | \$ 600,000 |
| 51 | Arlita - Carl Street Lighting Improvement | NI43-10 | PW- St Lighting | 6 | 420,000 | | | | \$ 420,000 | 420,000 | | | | \$ 420,000 |
| 52 | Bernardi Senior Center Improvements | NI43-11 | RAP | 2 | 900,728 | - | - | - | \$ 900,728 | 900,728 | - | - | - | \$ 900,728 |
| 53 | Coronado Park | NI43-34 | HCIDLA | 1 | | - | - | - | \$ - | 250,000 | - | - | - | \$ 250,000 |
| 54 | Council District 9 Sidewalk Improvements | NI43-12 | PW- St Serv HCIDLA | 9 | 500,000 | | | | \$ 500,000 | 500,000 | | | | \$ 500,000 |
| 55 | David M. Gonzales Recreation Center | NI43-13 | RAP | 7 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 56 | Devonshire PALS Youth Center | NI43-35 | HCIDLA | 12 | | - | - | - | \$ - | 150,000 | - | - | - | \$ 150,000 |

**43rd Program Year Action Plan (2017-18)
AMENDED REVENUES AND EXPENDITURES**

Attachment 2

| Row | Project | Project Number | City Dept. | Council District | 2017-18 Budget - Approved 2/24/17 | | | | | Amended 2017-18 Budget | | | | |
|-----|--|----------------|------------------|------------------|-----------------------------------|-----------------|-------------------|-------------------|-----------------------|------------------------|-----------------|-------------------|-------------------|-------------------------------|
| | | | | | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | 2017-18 Total (PY 43) | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | Revised 2017-18 Total (PY 43) |
| | | | | | | | | | | | | | | |
| 57 | Downey Recreation Center Phase 2 | NI43-14 | RAP | 1 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 58 | Elysian Park Bishop Canyon Phase 2 | NI43-15 | RAP | 1 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 59 | Elysian Valley Lighting Project Phase IV | NI43-16 | PW-St Lighting | 13 | 400,000 | - | - | - | \$ 400,000 | 400,000 | - | - | - | \$ 400,000 |
| 60 | Freda Mohr Multipurpose Center | NI43-17 | HCIDLA | 5 | 1,500,000 | - | - | - | \$ 1,500,000 | 1,500,000 | - | - | - | \$ 1,500,000 |
| 61 | Glassell Park Transit Pavilion | NI43-18 | PW-Engr | 1 | 250,000 | - | - | - | \$ 250,000 | 250,000 | - | - | - | \$ 250,000 |
| 62 | Green Alley Project (West of Central Ave between Jefferson and 43rd) | NI43-36 | HCIDLA | 9 | | - | - | - | \$ - | 200,000 | - | - | - | \$ 200,000 |
| 63 | Hollenbeck Park Improvements | NI43-19 | RAP | 14 | 400,000 | - | - | - | \$ 400,000 | 400,000 | - | - | - | \$ 400,000 |
| 64 | InnerCity Struggle | NI43-20 | HCIDLA | 14 | 600,000 | | | | \$ 600,000 | 600,000 | | | | \$ 600,000 |
| 65 | Keswick Pocket Park | NI43-21 | RAP | 2 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 66 | Louise Park Restroom Improvements | NI43-38 | RAP | 6 | | | | | \$ - | 250,000 | | | | \$ 250,000 |
| 67 | Lincoln Heights Recreational Center | NI43-22 | RAP | 1 | 210,000 | - | - | - | \$ 210,000 | 210,000 | - | - | - | \$ 210,000 |
| 68 | MacArthur Park Capital Improvements Historical Review | NI43-39 | PW-Engr | 1 | | - | - | - | \$ - | 50,482 | - | - | - | \$ 50,482 |
| 69 | Mid Valley Intergenerational Center Public Improvements | NI43-23 | PW-Engr | 6 | 375,000 | - | - | - | \$ 375,000 | 375,000 | - | - | - | \$ 375,000 |
| 70 | Neighborhood Legal Services Facade Improvements Phase 1 | NI43-24 | HCIDLA | 7 | 250,000 | - | - | - | \$ 250,000 | 250,000 | - | - | - | \$ 250,000 |
| 71 | New Directions for Youth Recreation Center | NI43-40 | HCIDLA | 2 | | | | | \$ - | 400,000 | | | | \$ 400,000 |
| 72 | Normandie Recreation Center Capital Improvements | NI43-25 | RAP | 1 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 73 | Pio Pico Library Pocket Park | NI43-26 | PW-Engr | 10 | 1,700,000 | | | | \$ 1,700,000 | 1,700,000 | | | | \$ 1,700,000 |
| 74 | Reach for the Top | NI43-41 | HCIDLA | 10 | | - | - | - | \$ - | 300,000 | - | - | - | \$ 300,000 |
| 75 | Rolland Curtis Housing Development | NI43-27 | HCIDLA | 8 | 1,500,000 | | | | \$ 1,500,000 | 1,500,000 | | | | \$ 1,500,000 |
| 76 | San Pascual Park Improvements | NI43-28 | RAP | 14 | 500,000 | - | - | - | \$ 500,000 | 500,000 | - | - | - | \$ 500,000 |
| 77 | South Park Recreation Center | NI43-29 | RAP | 9 | 1,750,000 | - | - | - | \$ 1,750,000 | 1,750,000 | - | - | - | \$ 1,750,000 |
| 78 | Sylmar Community Park Improvements | NI43-30 | RAP | 7 | 350,000 | - | - | - | \$ 350,000 | 350,000 | - | - | - | \$ 350,000 |
| 79 | Van Nuys- Orion Street Area Lighting | NI43-31 | PW-St Lighting | 6 | 600,000 | - | - | - | \$ 600,000 | 600,000 | - | - | - | \$ 600,000 |
| 80 | Vera Davis McClendon Center Rehabilitation | NI43-32 | HCIDLA PW-Engr | 11 | 800,000 | - | - | - | \$ 800,000 | 800,000 | - | - | - | \$ 800,000 |
| 81 | Vision Theatre Renovation | NI43-33 | Cultural Affairs | 10 | 3,150,000 | - | - | - | \$ 3,150,000 | 3,150,000 | - | - | - | \$ 3,150,000 |
| 82 | Watts Towers (Cultural Crescent) Parking Lot | NI43-43 | Cultural Affairs | 15 | | | | | \$ - | 16,000 | | | | \$ 16,000 |
| 83 | Subtotal - Neighborhood Improvements | | | | \$ 25,680,442 | \$ - | \$ - | \$ - | \$ 25,680,442 | \$ 27,892,481 | \$ - | \$ - | \$ - | \$ 27,892,481 |

**43rd Program Year Action Plan (2017-18)
AMENDED REVENUES AND EXPENDITURES**

| Row | Project | Project Number | City Dept. | Council District | 2017-18 Budget - Approved 2/24/17 | | | | | Amended 2017-18 Budget | | | | |
|----------------------------------|---|----------------|------------|------------------|-----------------------------------|-----------------|-------------------|-------------------|-----------------------|------------------------|-----------------|-------------------|-------------------|-------------------------------|
| | | | | | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | 2017-18 Total (PY 43) | CDBG (PY 43 - 5) | ESG (PY 43 - 5) | HOME* (PY 43 - 5) | HOPWA (PY 43 - 5) | Revised 2017-18 Total (PY 43) |
| ADMINISTRATION / PLANNING | | | | | | | | | | | | | | |
| 84 | Aging Department | PA43-01 | Aging | Citywide | \$ 300,000 | \$ - | \$ - | \$ - | \$ 300,000 | \$ 300,000 | \$ - | \$ - | \$ - | \$ 300,000 |
| 85 | City Attorney CDBG Program Administration for HCIDLA | PA43-02 | City Atty | Citywide | 177,095 | - | - | - | \$ 177,095 | 177,095 | - | - | - | \$ 177,095 |
| 86 | Economic and Workforce Development Department | PA43-03 | EWDD | Citywide | 1,570,000 | - | - | - | \$ 1,570,000 | 1,570,000 | - | - | - | \$ 1,570,000 |
| 87 | Fair Housing | PA43-04 | HCIDLA | Citywide | 370,500 | - | - | - | \$ 370,500 | 370,500 | - | - | - | \$ 370,500 |
| 88 | LAHSA (Los Angeles Homeless Services Authority) | PA43-05 | HCIDLA | Citywide | 673,443 | 202,361 | - | - | \$ 875,804 | 648,443 | 201,527 | - | - | \$ 849,970 |
| 89 | LAHSA Technical Assistance | PA43-06 | HCIDLA | Citywide | 80,000 | - | - | - | \$ 80,000 | 80,000 | - | - | - | \$ 80,000 |
| 90 | Los Angeles Housing & Community Investment Department (HCIDLA) Administration | PA43-07 | HCIDLA | Citywide | 9,164,762 | 134,907 | 3,355,738 | 465,450 | \$ 13,120,857 | 9,124,222 | 134,351 | 3,346,292 | 468,328 | \$ 13,073,193 |
| 91 | Translation Services for Language Access Plan Implementation | PA43-08 | HCIDLA | Citywide | 50,000 | - | - | - | \$ 50,000 | 50,000 | - | - | - | \$ 50,000 |
| 92 | San Pedro Beacon St./Pacific Corridors Slum Blight Area Documentation | PA43-09 | HCIDLA | CD 15 | 50,000 | - | - | - | \$ 50,000 | 50,000 | - | - | - | \$ 50,000 |
| 93 | Subtotal - Admin and Planning | | | | \$ 12,435,800 | \$ 337,268 | \$ 3,355,738 | \$ 465,450 | \$ 16,594,256 | \$ 12,370,260 | \$ 335,878 | \$ 3,346,292 | \$ 468,328 | \$ 16,520,758 |
| 94 | Administrative CAP | | | | \$ 12,435,800 | \$ 337,268 | \$ 3,355,738 | \$ 465,450 | | \$ 12,370,260 | \$ 335,878 | \$ 3,346,292 | \$ 468,328 | |
| 95 | Balance between CAP and Allocation | | | | \$ - | \$ (0) | \$ (0) | \$ - | | \$ - | \$ (0) | \$ - | \$ 0 | |
| TOTAL CDBG FUNDING | | | | | | | | | | | | | | |
| 96 | TOTAL FUNDING AVAILABLE (PY) | | | | \$ 65,079,706 | \$ 4,496,906 | \$ 33,557,376 | \$ 21,657,388 | \$ 124,791,376 | \$ 70,349,344 | \$ 4,478,369 | \$ 33,462,920 | \$ 32,019,069 | \$ 140,309,702 |
| 97 | TOTAL PROGRAM FUNDING ALLOCATIONS | | | | \$ 65,079,706 | \$ 4,496,906 | \$ 33,557,376 | \$ 21,657,388 | \$ 124,791,376 | \$ 67,472,705 | \$ 4,478,369 | \$ 33,462,920 | \$ 32,019,069 | \$ 137,433,063 |
| 98 | BALANCE | | | | \$ (0) | \$ - | \$ - | \$ - | \$ (0) | \$ 2,876,639 | \$ - | \$ - | \$ - | \$ 2,876,639 |

Controller Instructions Community Development Block Grant

1) Authorize the Controller to:

- a) Establish new accounts and appropriate or increase existing appropriations within the Community Development Trust Fund No. 424 as follows:

| Acct | TITLE | AMOUNT |
|-------------|---------------------------|------------------------|
| 43P581 | Domestic Violence Shelter | \$ 246,500.00 |
| 43P533 | Coronado Park | \$ 250,000.00 |
| 43P548 | PALS Youth Center | \$ 150,000.00 |
| 43P538 | Green Alley Project | \$ 200,000.00 |
| 43P630 | Louise Park Restroom | \$ 250,000.00 |
| 43P631 | MacArthur Park Historical | \$ 50,482.00 |
| 43P578 | New Directions for Youth | \$ 400,000.00 |
| 43P552 | Reach for the Top | \$ 300,000.00 |
| 43P632 | Watts Tower | \$ 16,000.00 |
| 43P605 | Building Improvement Fund | \$ 595,557.00 |
| 43P411 | Unallocated | \$ 2,876,639.00 |
| | Total | \$ 5,335,178.00 |

- b) Decrease appropriations in the amount of \$65,540 within the Community Development Trust Fund No. 424 as follows:

| Acct | TITLE | AMOUNT |
|-------------|----------------------------------|-----------------------|
| 43P355 | LAHSA Administration | \$ (25,000.00) |
| 43P299 | Housing and Community Investment | \$ (40,540.00) |
| | Total | \$ (65,540.00) |

- c) Decrease appropriations in the amount of \$1,400,000 within the Community Development Trust Fund No. 424 as follows:

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------|--------------------------|
| 43P458 | 88th and Vermont Youth Center | \$ (800,000.00) |
| 43N458 | 88th and Vermont Youth Center | \$ (600,000.00) |
| | Total | \$ (1,400,000.00) |

- d) Increase appropriations in the amount of \$629,948 within the Community Development Trust Fund No. 424 to align the 43rd year Consolidated Plan sources to the last quarter of the fiscal year:

| <i>Acct</i> | <i>TITLE</i> | <i>AMOUNT</i> |
|-------------|--------------|---------------|
| 43P445 | HCIDLA Costs | \$ 629,948.00 |

Controller Instructions For HOME Grant

- e) Increase/ (decrease) accounts within the HOME Investment Partnership Program Fund No. 561 as follows:

| <i>Acct</i> | <i>TITLE</i> | <i>AMOUNT</i> |
|-------------|-------------------------------|---------------------|
| 43P008 | Affordable Housing Trust Fund | \$ 27,296.00 |
| 43P411 | Unallocated | \$ (16,679.00) |
| | Total | \$ 10,617.00 |

Controller Instructions For HOPWA Grant

- f) Establish new accounts and appropriate in the amount of \$4,485,002 within the HOPWA Trust Fund No. 569 as follows:

| <i>Acct</i> | <i>TITLE</i> | <i>AMOUNT</i> |
|-------------|------------------|------------------------|
| 43P438 | HOPWA Reserve | \$ 4,335,002.00 |
| 43P444 | HMIS Development | \$ 150,000.00 |
| | Total | \$ 4,485,002.00 |

- g) Increase appropriations in the amount of \$8,366,053.05 within the HOPWA Trust Fund No. 569 as follows:

| <i>Acct</i> | <i>TITLE</i> | <i>AMOUNT</i> |
|-------------|--|------------------------|
| 43P143 | Housing and Community Development | \$ 2,878.00 |
| 43P265 | Savings HOPWA Program | \$ 3,703,641.55 |
| 43P338 | Savings-HOPWA Project Sponsor Administration | \$ 287,437.50 |
| 43P440 | HOPWA - PSH | \$ 4,372,096.00 |
| | Total | \$ 8,366,053.05 |

- h) Appropriate \$2,878 within Fund No. 100/43 Account No. 2130 Travel.

- i) Decrease appropriations in the amount of \$5,589,374.05 within the HOPWA Trust Fund No. 569 as follows:

| Acct | TITLE | AMOUNT |
|-------------|---------------------------|------------------------|
| 43P266 | HOPWA Program | \$ 5,275,328.55 |
| 43P332 | HOPWA Project Sponsor Adm | \$ 314,045.50 |
| | Total | \$ 5,589,374.05 |

- j) Decrease appropriations in the amount of \$10,265,730.18 for additional declared savings within HOPWA Trust Fund No. 569 as follows:

| Acct | TITLE | AMOUNT |
|-------------|--|-------------------------|
| 43L332 | Project Sponsor Administration | \$ 5,538.32 |
| 43L414 | HOPWA Technical Assistance | \$ 90,405.00 |
| 43M143 | Housing and Community Investment | \$ 36,227.05 |
| 43N326 | HOPWA Subsidy Assistance | \$ 1,084,228.58 |
| 43N332 | HOPWA Sponsor Adm | \$ 311,633.59 |
| 43N335 | Savings-HOPWA Subsidy Assistance | \$ 536,621.50 |
| 43N338 | Savings-HOPWA Sponsor Adm | \$ 60,513.66 |
| 43N339 | Savings-HOPWA-STRMU | \$ 89,326.09 |
| 43N405 | HOPWA Housing Authorities | \$ 199,329.00 |
| 43N406 | HOPWA Support Services | \$ 1,068,861.66 |
| 43N408 | HOPWA - STRMU | \$ 46,962.00 |
| 43N409 | HOPWA Permanent Housing Placement | \$ 106,020.00 |
| 43N438 | HOPWA Reserve | \$ 6,156,472.83 |
| 43N439 | Savings HOPWA Technical Assistance | \$ 90,000.00 |
| 43N442 | HOPWA Information Services | \$ 55,730.00 |
| 43N445 | Saving-HOPWA Permanent Housing Placement | \$ 245,493.26 |
| 43N448 | Savings-HOPWA Information Services | \$ 29,367.64 |
| 43N454 | HOPWA Residential Services | \$ 53,000.00 |
| | Total | \$ 10,265,730.18 |

Controller Instructions For ESG Grant

k) Decrease appropriations within the Federal Emergency Grant Fund No. 517 as follows:

| Acct | TITLE | AMOUNT |
|-------------|--------------------------------|-----------------------|
| 43P300 | LAHSA | \$ (17,981.00) |
| 43P299 | Reimbursements to General Fund | \$ (556.00) |
| | Total | \$ (18,537.00) |

Controller Instructions For CDBG and HOME Clean-up of Overappropriations

l) Decrease appropriations in the amount of \$9,748,906.71 for overappropriated accounts (not backed by grant) within CDBG Fund No. 424 as follows:

Reason: HOPE Street Float Loan did not materialize (CF 08-1678-S2)

| Acct | TITLE | AMOUNT |
|-------------|------------------------|-----------------|
| 22F725 | The HOPE Street Family | \$ 8,000,000.00 |

Reason: 40th Year savings were not decreased because encumbered.

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------------|----------------------|
| 22C259 | Domestic Violence Shelter | \$ 3,165.00 |
| 22E433 | Construction Training and Placement | \$ 1,939.65 |
| 22F435 | Hollywood Beautification | \$ 69,636.00 |
| 22G217 | LAHD-Section 108 Debt Service | \$ 39,978.51 |
| 22H260 | HACLA | \$ 198.50 |
| 22H301 | Family Source | \$ 8,400.00 |
| 22H302 | CBDO Family Source | \$ 12,147.00 |
| 22H385 | Prevention Services Youth at Risk | \$ 471.00 |
| 22H413 | CBDO Rita Walters | \$ 19,896.00 |
| 22H487 | NAMI-Urban LA | \$ 5,637.00 |
| 22H497 | YOM-Watts | \$ 6,533.00 |
| 22H529 | Salef Bldg Project | \$ 42,542.02 |
| 22J243 | LA's Business Source | \$ 55,329.81 |
| 22J262 | Cash for College | \$ 363.04 |
| 22J317 | Day Laborer -CBDO | \$ 3,530.00 |
| 22Y345 | Audit Fees | \$ 630.00 |
| | Total | \$ 270,396.53 |

Reason: Overappropriations due to transition year from CDD to EWDD.

| Acct | TITLE | AMOUNT |
|-------------|-----------------------|------------------------|
| 22E299 | Related Costs - CDD | \$ 340.77 |
| 22G299 | Related Costs - CDD | \$ 195,391.15 |
| 22H122 | Community Development | \$ 340,225.50 |
| 22H299 | Related Costs - CDD | \$ 675,498.67 |
| | Total | \$ 1,211,456.09 |

Reason: Overappropriated in previous years budget Schedule 8 or not decreased when re-appropriated to the following year.

| Acct | TITLE | AMOUNT |
|-------------|----------------------------------|----------------------|
| 22C122 | Community Development Department | \$ 12,570.00 |
| 22J146 | Mayors Office | \$ 4,045.60 |
| 22J246 | Related Costs | \$ 70,000.00 |
| 22K294 | Related Costs | \$ 10,545.00 |
| 22F241 | CDD Admin | \$ 146,300.00 |
| 22G158 | Unappropriated Balance | \$ 9,200.00 |
| 43M581 | Domestic Violence | \$ 14,393.00 |
| | Total | \$ 267,053.60 |

- m) Decrease appropriations in the amount of \$1,250,282 within HOME Fund No. 561 for overappropriated HOME accounts due to 42nd program income not received:

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------|-----------------|
| 43P008 | Affordable Housing Trust Fund | \$ 1,250,282.00 |

Controller Instructions For Technical Corrections and Departmental Appropriations

- n) Establish new accounts and transfer appropriations within the Community Development Block Grant No. 424 as follow:

Departmental Appropriations for 41st Year PALS Devonshire

| Acct | TITLE | AMOUNT |
|-------------|-------------------|---------------|
| 43M458 | PALS Youth Center | \$ 350,000.00 |

From:

To:

| Acct | TITLE | AMOUNT |
|-------------|------------------|---------------|
| 43P140 | General Services | \$ 350,000.00 |

o) Appropriate \$350,000 within Fund No. 100/40 as follows:

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------------|----------------------|
| 1014 | Salaries, Construction | \$ 68,000.00 |
| 3180 | Construction Materials and Supplies | \$ 282,000.00 |
| | Total | \$ 350,000.00 |

p) Establish new accounts and transfer appropriations within the Community Development Block Grant No. 424 as follow:

Departmental Appropriations for 43rd Year Glassell Park Transit Median Pavillion

From:

| Acct | TITLE | AMOUNT |
|-------------|--|---------------|
| 43P707 | Glassell Park Transit Median Pavillion | \$ 250,000.00 |

To:

| Acct | TITLE | AMOUNT |
|-------------|------------------|---------------|
| 43P140 | General Services | \$ 250,000.00 |

q) Appropriate \$250,000 within Fund No. 100/40 as follows:

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------------|----------------------|
| 1014 | Salaries, Construction | \$ 50,000.00 |
| 3180 | Construction Materials and Supplies | \$ 200,000.00 |
| | Total | \$ 250,000.00 |

r) Establish new accounts and transfer appropriations within the Community Development Block Grant No. 424 as follow:

Departmental Appropriations for 43rd Year Vera Davis McClendon- Oakwood Jr Arts

From:

| Acct | TITLE | AMOUNT |
|-------------|----------------------------------|---------------|
| 43P720 | Vera Davis McLendon Center Rehab | \$ 800,000.00 |

To:

| Acct | TITLE | AMOUNT |
|-------------|-----------------------------------|---------------|
| 43P682 | Engineering Special Services Fund | \$ 800,000.00 |

s) Establish new account 50PXXX Vera Davis McClendon /Oakwood Jr. Arts Center Upgrades and appropriate \$800,000 within Fund No. 682 Engineering Special Services Fund.

- t) Establish new accounts and transfer appropriations within the Community Development Block Grant No. 424 as follow:

Departmental Appropriations for 37th and 42nd Years Junipero Serra

| Acct | TITLE | AMOUNT |
|--------------|------------------------|---------------|
| From: 22H530 | 4255 Olive Street | \$ 5,000.00 |
| 43N711 | Junipero Serra Library | \$ 31,000.00 |
| | Total | \$ 36,000.00 |

| Acct | TITLE | AMOUNT |
|-------------|------------------|---------------|
| To: 43P140 | General Services | \$ 36,000.00 |

- u) Appropriate \$36,000 within Fund No. 100/40 as follows:

| Acct | TITLE | AMOUNT |
|-------------|-------------------------------------|---------------|
| 1014 | Salaries, Construction | \$ 25,200.00 |
| 3180 | Construction Materials and Supplies | \$ 10,800.00 |
| | Total | \$ 36,000.00 |

- v) Establish new accounts and transfer appropriations within the Community Development Block Grant No. 424 as follow:

Departmental Appropriations Building and Safety

| Acct | TITLE | AMOUNT |
|--------------|--------------------------------|-----------------|
| From: 43P592 | Code Enforcement Citywide PACE | \$ 1,014,991.00 |

| Acct | TITLE | AMOUNT |
|-------------|---------------------|-----------------|
| To: 43P108 | Building and Safety | \$ 1,014,991.00 |

- w) Appropriate \$1,014,991 within Fund No. 100/08 as follows:

| Acct | TITLE | AMOUNT |
|-------------|----------------------|-----------------|
| 1010 | Salaries | \$ 974,000.00 |
| 3040 | Contractual Services | \$ 5,030.00 |
| 3310 | Transportation | \$ 35,961.00 |
| | Total | \$ 1,014,991.00 |

- x) Decrease appropriations in Account 43P592 in the amount of \$560,000 within the Community Development Trust Fund No. 424 for overappropriation for related costs included in Schedule 8.

- y) Establish new accounts and transfer appropriations within the Community Development Block Grant

No. 424 as follow:

Departmental Appropriations for 43rd Year Translation Services

| Acct | TITLE | AMOUNT |
|--------------|----------------------|---------------|
| From: 43P560 | Translation Services | \$ 50,000.00 |

| Acct | TITLE | AMOUNT |
|-------------|----------------------------------|---------------|
| To: 43P143 | Housing and Community Investment | \$ 50,000.00 |

- z) Appropriate \$50,000 within Fund No. 100/43 as follows:

| Acct | TITLE | AMOUNT |
|-------------|----------------------|---------------|
| 3040 | Contractual Services | \$ 50,000.00 |

- aa) Transfer appropriations within the HOPWA Fund No. 569 as follows:

Reason: To revise instruction No 2 CF 14-0853 to change \$150,000 of Foreclosure Registry funding source to HOPWA funds for Programming Contracts for HOPWA related work.

| Acct | TITLE | AMOUNT |
|--------------|---------------|---------------|
| From: 43N438 | HOPWA Reserve | \$ 150,000.00 |

| Acct | TITLE | AMOUNT |
|-------------|----------------------------|---------------|
| To: 43N414 | HOPWA Technical Assistance | \$ 150,000.00 |

- bb) Decrease appropriations in account 43M900 Contract Programming System Upgrades in the amount of \$150,000 within the Foreclosure Registry Fund No. 56V.

- 2) Authorize the General Manager of HCIDLA, or designee, to prepare Controller Instructions and/or make any technical corrections that may be required and are consistent with the intent of this action with the approval of the CLA and instruct the Controller to implement these instructions.
- 3) Authorize the City Engineer, or designee, to prepare Controller Instructions and/or make any necessary technical corrections, for Fund 682 - Engineering Special Services Fund only, that may be required and are consistent with the intent of this action with the approval of the CLA and instruct the Controller to implement these instructions.

43rd Program Year Consolidated Plan
Recommendation for Contract Authority
Corrections and Revisions

Los Angeles Housing + Community Investment Department
Domestic Violence Shelter Operations Programs

Funding Sources:

2017-2018 (43rd PY) CDBG - Public Service \$1,100,000 (CF 16-1091)
2017-2018 (43rd PY) CDBG - Public Service \$246,500 (Amendment)
General Fund - \$1,222,000 (CF 17-0600)

Term of Performance

July 1, 2017 to June 30, 2018
Last Request for Proposals released November 2011, authorized by Council File 10-1609.

The Domestic Violence Shelter Operations (DVSO) program is part of a comprehensive, multifaceted approach to combating domestic violence in the City of Los Angeles with the goal of providing victims of domestic violence an individualized, case-managed plan of services that will ensure immediate safety and, over the longer term, will motivate and equip victims of domestic violence with appropriate skills and self-knowledge to support themselves and their families independent of the batterer. Through the DVSO program, customers receive psycho-social counseling, job preparation, job search assistance, financial management and parenting skills, among other services needed to enhance personal stability and improve economic opportunities.

| Contractor | Admin. Address | CDBG-PS PY 17-18 | General Fund | Total | CDBG-PS (Amend.) PY 17-18 | Amended Total |
|---|---|---------------------|---------------------|---------------------|---------------------------------|--------------------|
| 1736 Family Crisis Center | 2116 Arlington Ave. Suite 200 Los Angeles, CA 90018 | \$ 155,094 | \$ 191,320 | \$ 346,414 | \$ 20,846 | \$367,260 |
| Center for the Pacific Asian Family | 543 N. Fairfax Ave., #108 Los Angeles, CA 90036 | \$ 117,621 | \$ 145,257 | \$ 262,878 | \$ 35,959 | \$298,837 |
| Haven Hills, Inc. | P.O. Box 260 Canoga Park, CA 91305 | \$ 148,280 | \$ 182,944 | \$ 331,224 | \$ 71,918 | \$403,142 |
| Jenesse Center, Inc. | 3761 Stocker St. Los Angeles, CA 90008 | \$ 148,280 | \$ 182,944 | \$ 331,224 | \$ 37,001 | \$368,225 |
| Jewish Family Service of Los Angeles | 3580 Wilshire Blvd., Suite 700 Los Angeles, CA 90010 | \$ 86,961 | \$ 107,571 | \$ 194,532 | \$ 12,507 | \$207,039 |
| Ocean Park Community Center | 1453 16th St. Santa Monica, CA 90404 | \$ 86,961 | \$ 107,571 | \$ 194,532 | \$ 11,465 | \$205,997 |
| Rainbow Services, Ltd. | 453 W. 8th St. San Pedro, CA 90731 | \$ 132,951 | \$ 164,103 | \$ 297,054 | \$ 41,170 | \$338,224 |
| Southern California Alcohol & Drug Programs, Inc. | 11500 Paramount Blvd. Downey, CA 90241 | \$ 102,291 | \$ 126,412 | \$ 228,702 | \$ 15,634 | \$244,336 |
| DV Task Force Project | | \$ 121,563 | \$ 13,879 | \$ 135,441 | \$ - | \$135,441 |
| GRAND TOTAL | | \$ 1,100,000 | \$ 1,222,000 | \$ 2,322,000 | \$ 246,500 | \$2,568,500 |

43rd Program Year Consolidated Plan
Recommendation for Contract Authority
Corrections and Revisions

Los Angeles Housing + Community Investment Department
Historic Preservation & Environmental Review

Funding Sources:
CDBG

Term of Performance
October 1, 2017 to September 30, 2018

The most recent Request for Proposals was released in 2016, authorized by Council Files 12-0049-S7 and 16-0068. This will be the second year of the contract under this procurement.

There are balances totalling \$149,518 allocated in prior years for ongoing monitoring of historical requirements for the following projects: Manchester Jr. Arts / Vision Theatre, Old Cypress Park Library, Casas Alicia, 4255 S. Olive Street (formerly Junipero Serra Library), and Old Fire Station 6. These balances were encumbered in the previous contract with ICF Jones & Stokes, Inc. (C-122504) that ended March 31, 2017, and need to be transferred to the new contract to continue specialized monitoring and compliance with the requirements of Section 106 of the National Historic Preservation Act. In addition, \$50,482 is allocated for the MacArthur Park Capital Improvement Project.

Historic Preservation & Environmental Review Services: The Consultant will identify and evaluate properties approved for federally funded new construction, rehabilitation, clearance, demolition, or modification, and complete assessments of compliance with federal regulations.

| Contractor | Administrative Address | Contract No. | Existing Contract | Additional CDBG Funding | Contract Total |
|----------------|---|--------------|-------------------|-------------------------|----------------|
| ASM Affiliates | 2034 CORTE DEL NOGAL, CARLSBAD, CA 92011 | C-129105 | \$ 100,000 | \$ 200,000 | \$ 300,000 |

43rd Program Year Consolidated Plan
Recommendation for Contract Authority
Corrections and Revisions

Los Angeles Housing + Community Investment Department
Housing Opportunities For Persons With AIDS (HOPWA)

Funding Sources:
HOPWA

Term of Performance
April 1, 2017 to March 31, 2018

Note: A separate transmittal will provide the results of the Request for Proposal with the contract authority for technical assistance/resource identification for the HOPWA Program. (CF# 17-0050)

1) Correct the contract amounts as noted below:

2) Execute a new sole source contract with Bitfocus, Inc. for an amount not to exceed \$370,000, for a contract term to start October 1, 2017 and end September 30, 2018, to develop and deploy the Clarity Human Services Homeless Management Information System (HMIS) case management software and systems. The contract with Bitfocus, Inc. will be aligned with the case management system that is used by the LAHSA Coordinated Entry System. This contract's total funding is comprised of two different sources: \$100,000 of HOPWA funding and a City General Fund amount of \$270,000. The City will enter into a contract with Bitfocus, Inc., a case management software services firm with expertise in HMIS, to provide client-based, case management information services for human services funded by the Consolidated Plan, including HOPWA-funded program services, and CDBG-funded FamilySource and Domestic Violence Shelter Program services; and

3) Adjust the funding source from Foreclosure Registry Fund 56V/43, Account 43N900 (C.F. 14-0853) to HOPWA Fund 569/43, in the amount of \$150,000, for Contract #125234 with Computer Professionals Unlimited, Inc. dba Rydek Computer Professionals.

| RESIDENTIAL SERVICE COORDINATION | | | | | | |
|----------------------------------|--|--------------------------|--------------------------|------------------|--------------------------|--------------------------|
| Contract Number | Agency Name | Corrected PY 42 Contract | PY 43 One-Year Amendment | | | Corrected Contract Total |
| | | | Corrected Program | Corrected Admin. | Corrected Contract Total | |
| C-127781 | Alliance for Housing and Healing | \$168,000 | \$156,240 | \$11,760 | \$168,000 | \$336,000 |
| HOUSING AUTHORITIES | | | | | | |
| Contract Number | Agency Name | Existing Contract | PY 43 One-Year Amendment | | | Corrected Contract Total |
| | | | Program | Admin. | Contract Total | |
| C-126644 | Housing Authority of the County of Los Angeles | | | | | |
| | Tenant-based Vouchers | \$820,000 | \$381,300 | \$28,700 | \$410,000 | \$1,230,000 |
| | Contract Total | \$820,000 | \$381,300 | \$28,700 | \$410,000 | \$1,230,000 |
| SCATTERED SITE MASTER LEASING | | | | | | |
| Contract Number | Agency Name | Existing Contract | PY 43 One-Year Amendment | | | Corrected Contract Total |
| | | | Program | Admin. | Contract Total | |
| C-126643 | Alliance for Housing and Healing | | | | | |
| | Supportive Services | \$100,000 | \$46,500 | \$3,500 | \$50,000 | \$150,000 |
| | Facility Based Housing Subsidy Assistance | \$1,012,284 | \$531,162 | \$39,980 | \$571,142 | \$1,583,426 |
| | Contract Total | \$1,112,284 | \$577,662 | \$43,480 | \$621,142 | \$1,733,426 |
| C-126475 | Project New Hope | | | | | |
| | Supportive Services | \$100,000 | \$79,450 | \$5,980 | \$85,430 | \$185,430 |
| | Facility Based Housing Subsidy Assistance | \$1,012,284 | \$437,762 | \$32,950 | \$470,712 | \$1,482,996 |
| | Contract Total | \$1,112,284 | \$517,212 | \$38,930 | \$556,142 | \$1,668,426 |
| HOUSING INFORMATION SERVICES | | | | | | |
| Contract Number | Agency Name | General Fund FY 2017-18 | PY 43 | | | Contract Total |
| | | | Program | Admin. | HOPWA Total | |
| New | Bitfocus, Inc. | | | | | |
| | System | \$270,000 | \$100,000 | \$0 | \$100,000 | \$370,000 |
| | Contract Total | \$270,000 | \$100,000 | \$0 | \$100,000 | \$370,000 |

43rd Program Year Consolidated Plan
Recommendation for Contract Authority
Corrections and Revisions

Los Angeles Housing + Community Investment Department
Los Angeles Homeless Services Authority

Funding Sources:

Community Development Block Grant (CDBG)
Emergency Solutions Grant (ESG)

Term of Performance

April 1, 2017-March 31, 2018

CDBG- Crisis Housing for Families/Individuals

This category includes the activities funded under the homeless shelter and services line item in the 43rd Con Plan.

CDBG — Planning/Administration

This category includes two CDBG-funded activities that are listed as separate line items in the Consolidated Plan: LAHSA Administration and LAHSA Technical

ESG — Street Outreach & Shelter

Provides funding for emergency response activities and offers emergency and supportive services to homeless persons; also provides emergency shelter (including winter shelter program activities), housing, and referral and supportive services to homeless families. This category includes the following ESG-funded programs that are listed as separate line items in the Consolidated Plan: Downtown Drop-In Center, Winter Shelter and Homeless Emergency Shelter and Services.

ESG — Homeless Prevention and Rapid Re-Housing (HPRP)

Provides funding for primarily rapid re-housing activities and, on a very limited basis, homelessness prevention and diversion activities. Activities may include various forms of financial assistance (rental application fee, security deposit, prior month's rent, utility deposit and arrears) and housing relocation and stabilization services such as housing search and placement, housing stability case management, mediation, legal services, and credit repair.

ESG — Administration/HMIS

Funds used by LAHSA for Administration and for use of a Homeless Management Information System (HMIS) for data collection and evaluation as mandated by HUD. Funds allocated for HMIS will include system oversight, training on data support, and reporting for homeless program providers and the Continuum of Care.

| ESG Resources | PY 43 | PY 43 Amendment | Amended PY 43 Total |
|--|--------------------|-------------------|---------------------|
| Entitlement | \$4,496,906 | (\$18,537) | \$4,478,369 |
| Program Income | \$0 | \$0 | \$0 |
| Program and Admin Savings from Prior Years | \$0 | \$0 | \$0 |
| Total | \$4,496,906 | (\$18,537) | \$4,478,369 |
| HCIDLA Administration | \$134,907 | (\$556) | \$134,351 |
| Total ESG Available for LAHSA contracts | \$4,361,999 | (\$17,981) | \$4,344,018 |

| Project Title | Contract No. | Existing Contract | PY 43 Contract Amendment | PY 43 Changes | | Amended Contract Total |
|---|--------------|------------------------|--------------------------|----------------------|----------------------|------------------------|
| Community Development Block Grant - CDBG | | | | | | |
| Homeless Crisis Housing | 126150 | \$5,429,980.00 | \$2,664,990.00 | \$0.00 | | \$8,094,970.00 |
| Administrative/Technical Assistance | 126100 | \$1,561,589.00 | \$753,443.00 | \$0.00 | | \$2,315,032.00 |
| LAHSA CDBG TOTAL | | \$6,991,569.00 | \$3,418,433.00 | \$0.00 | | \$10,410,002.00 |
| Emergency Solutions Grant - ESG | | | | | | |
| Project Title | Contract No. | Existing Contract | PY 43 Contract Amendment | PY 43 Changes | Amended PY 43 Amount | Amended Contract Total |
| Street Outreach & Shelter | 126397 | \$6,005,394.87 | \$2,713,483.00 | \$0.00 | \$2,713,483 | \$8,718,877.87 |
| Homelessness Prevention and Rapid Re-housing (HPRP) | 126151 | \$2,646,413.00 | \$1,221,310.00 | (\$17,147.00) | \$1,204,163 | \$3,850,576.00 |
| Administrative/HMIS | 126101 | \$831,532.00 | \$427,206.00 | (\$834.00) | \$426,372 | \$1,257,904.00 |
| LAHSA ESG TOTAL | | \$9,483,339.87 | \$4,361,999.00 | (\$17,981.00) | \$4,344,018 | \$13,827,357.87 |
| LAHSA CDBG + ESG GRAND TOTAL | | \$16,474,908.87 | \$7,780,432.00 | (\$17,981.00) | \$7,762,451 | \$24,237,359.87 |

43rd Program Year Consolidated Plan
Recommendation for Contract Authority
Corrections and Revisions

Los Angeles Housing + Community Investment Department
Neighborhood Improvements

Funding Sources:
CDBG

Add time and/or add an amount not to exceed the amounts stated below.

| Contractor | Contract No. | Contract Term | Existing Contract | Additional Funding | Contract Total | Comment | Term of Performance |
|---|-------------------------------------|-------------------------|-------------------|--------------------|----------------|--|---|
| Lifeway Connection Center | 127714 | 05/28/2014 - 05/27/2017 | \$ 500,000 | \$ - | \$ 500,000 | Unforeseen conditions were discovered during the construction process, which require additional time to address and complete the project. Amendment will include an updated performance schedule. <u>Scope of work:</u> Design and develop community center, approximately 30,000 square feet. | Add 12 months for new term ending date of May 27, 2018. |
| The Los Angeles Neighborhood Land Trust | 129222 | 05/04/2017 - 05/04/2018 | \$ 600,000 | \$ 250,000 | \$ 850,000 | <u>Coronado Park:</u> Construction documents are nearly complete. Additional time is needed for the remaining phases, including contractor bid and award, and construction period. Amendment will include an updated performance schedule. <u>Scope of work:</u> Design and develop new pocket park on vacant lot, approximately 7,500 square feet. | Add 12 months for new term ending date of May 4, 2019. |
| New Directions for Youth, Inc. | 128100 | 07/01/2015 - 06/30/2018 | \$ 200,000 | \$ 400,000 | \$ 600,000 | | |
| Reach for the Top, Inc. | 126691 | 07/01/2010 - 06/30/2019 | \$ 1,855,000 | \$ 300,000 | \$ 2,155,000 | | |
| The Trust for Public Land | Contract development is in process. | TBD | \$ 500,000 | \$ 200,000 | \$ 700,000 | Green Alley Project (West of Central Ave between Jefferson & 43rd St) | |

**43rd Program Year Action Plan (2017-18)
CDBG Resources and Expenditure Limitation
(Spending Caps) Detail
Revised and Updated**

Attachment 5

| A | B | C | | D | E | | F |
|-----------------------------|---|------------------------------------|----------------------|----------------------|------------------------------------|----------------------|---|
| | | PY 42 | | | PY 43 | | |
| | | (April 2016 to March 2017) | | | (April 2017 to March 2018) | | |
| PROGRAM YEAR SOURCES | Projections | Revised Projections | Actual | Projections | Revised Projections | | |
| 1 | PROGRAM INCOME (PI) | | | | | | |
| 2 | PRIOR YEAR SURPLUS (DEFICIT) | \$ (671,568) | \$ 1,452,295 | \$ 1,452,295 | \$ 3,937,542 | \$ 5,922,861 | |
| 3 | HCIDLA Monitored Loans | 9,285,000 | 10,765,592 | 12,302,062 | 10,075,100 | 10,075,100 | |
| 4 | Commercial and Industrial Earthquake Recovery Loan Program (CIERLP) payments | 457,800 | 755,238 | 818,068 | 497,400 | 497,400 | |
| 5 | CRA/LA ROPS 17-18 (7/1/17-12/31/18), Interest on CDBG 20-year loan (maturity date: 6/30/2021) | 79,485 | 79,485 | 79,485 | 79,485 | 79,485 | |
| 6 | EWDD Loans | 102,800 | 107,100 | 120,753 | 102,800 | 102,800 | |
| 7 | Neighborhood Facilities | 13,900 | 86,673 | 90,153 | 13,900 | 13,900 | |
| 8 | Misc. Program Income | 57,200 | 23,814 | 377,916 | 23,814 | 23,814 | |
| 9 | Applicable Credits (Not counted for CAP purposes) | 150,200 | 142,162 | 156,947 | 142,162 | 142,162 | |
| 10 | Subtotal (rows 3-9) | \$ 10,146,385 | \$ 11,960,064 | \$ 13,945,383 | \$ 10,934,661 | \$ 10,934,661 | |
| 11 | PROGRAM INCOME AVAILABLE FOR YEAR (row 2 + 10) | \$ 9,474,817 | \$ 13,412,359 | \$ 15,397,678 | \$ 14,872,203 | \$ 16,857,522 | |
| 12 | ADD ENTITLEMENT AMOUNT | 49,744,488 | 49,744,488 | 49,744,488 | 49,744,488 | 49,416,902 | |
| 13 | PRIOR YEAR SAVINGS | 4,390,921 | 4,390,921 | 4,390,921 | 463,015 | 1,863,015 | |
| 14 | Returned to City's CDBG Line of Credit from CRA Sale of 4347 W. Adams (Adams/La Brea North Acquisition Project) | | | | | 2,211,905 | |
| 15 | AVAILABLE RESOURCES FOR PROGRAM YEAR | \$ 63,610,226 | \$ 67,547,768 | \$ 69,533,087 | \$ 65,079,706 | \$ 70,349,344 | |
| 16 | Amount allocated for Action Plan (incl Midyear Reprogramming) | \$ 63,610,226 | \$ 63,610,226 | \$ 63,610,226 | \$ 65,079,706 | \$ 65,079,706 | |
| 17 | Surplus/Deficit for next year | \$ 0 | \$ 3,937,542 | \$ 5,922,861 | \$ (0) | \$ 5,269,638 | |
| 18 | PY 43 CAP COMPUTATIONS | PY 43 CAP COMPUTATIONS | | | | | |
| 19 | | Public Service | | | Admin | | |
| 20 | | Proj 42nd Yr Program Income | | | Proj 43rd Yr Program Income | | |
| 21 | HCIDLA Monitored Loans | | 10,765,592 | 12,302,062 | 10,075,100 | 10,075,100 | |
| 22 | Commercial and Industrial Earthquake Recovery Loan Program (CIERLP) payments | | 755,238 | 818,068 | 497,400 | 497,400 | |
| 23 | CRA/LA ROPS 17-18 (7/1/17-12/31/18), Interest on CDBG 20-year loan (maturity date: 6/30/2021) | | 79,485 | 79,485 | 79,485 | 79,485 | |
| 24 | EWDD Loans | | 107,100 | 120,753 | 102,800 | 102,800 | |
| 25 | Neighborhood Facilities | | 86,673 | 90,153 | 13,900 | 13,900 | |
| 26 | Misc. Program Income | | 23,814 | 377,916 | 23,814 | 23,814 | |
| 27 | Section 108 loans | | 1,641,900 | 1,641,900 | 1,641,900 | 1,641,900 | |
| 28 | TOTAL PROJECTED PROGRAM INCOME RECEIPTS | | \$ 13,459,802 | 15,430,336 | \$ 12,434,399 | \$ 12,434,399 | |
| 29 | ADD ENTITLEMENT AMOUNT | | 49,744,488 | 49,416,902 | 49,744,488 | 49,416,902 | |
| 30 | TOTAL ANTICIPATED RESOURCES | | \$ 63,204,290 | \$ 64,847,238 | \$ 62,178,887 | \$ 61,851,301 | |
| 31 | Multiply by Cap Rate | | 15.00% | 15.00% | 20.00% | 20.00% | |
| 32 | TOTAL CAP AVAILABLE—PUBLIC SERVICE | | \$ 9,480,600 | \$ 9,727,100 | | | |
| 33 | TOTAL CAP AVAILABLE—ADMINISTRATIVE | | | | \$ 12,435,800 | \$ 12,370,260 | |
| 34 | Difference from plan approved by Council Feb 2017 | | | \$ 246,500 | | \$ (65,540) | |

Changes appear in green

CITY OF LOS ANGELES
STANDARD LANGUAGE
COMMUNITY DEVELOPMENT BLOCK GRANT

Agreement No.

Project /Program Title: Interpreter Services

Contractor: Languages4You

Type of Organization: California Corporation

State Corporate Number:

D-U-N-S® Number:

CFDA Number: CDBG - 14.214

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DRAFT

EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Notice of Prohibition Against Retaliation
- Exhibit E Management Representation Statement
- Exhibit F Professional Fee Schedule

DRAFT

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
Languages4You

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter called the City, and Languages4You, a California corporation, hereinafter called the Contractor.

RECITALS

WHEREAS, the Los Angeles Housing and Community Investment Department, hereinafter called the HCID, is charged with the development of citywide housing policy and support of safe and livable neighborhoods through the promotion, development and preservation of decent and affordable housing; and

WHEREAS, the HCID cooperates with private organizations, other agencies of the City and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project that is the subject of this Agreement, hereinafter called the Agreement, has been established by the City as one of the above described programs, and has been funded in the HCID budget by the U.S. Department of Housing and Urban Development (Grantor/HUD pursuant to the Community Development Block Grant Program; and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the City Council or designee has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the City Council and the Mayor (refer to Council File Number _____, dated _____ which authorizes the General Manager of the HOUSING AND COMMUNITY INVESTMENT DEPARTMENT to prepare and execute the Agreement.

NOW, THEREFORE, the City and the Contractor agree as follows:

1. INTRODUCTION

§101 Parties to the Agreement

The parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at 200 North Main Street, Los Angeles, California 90012.

The Contractor, known as [REDACTED] having its principal office at [REDACTED].

§102 Representatives of the Parties and Service of Notices

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

The representative of the City shall be, unless otherwise stated in the Agreement:

Rushmore D. Cervantes, Interim General Manager
Housing and Community Investment Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to: [REDACTED], Director, [REDACTED] Division

The representative of the Contractor shall be:

With copies to:

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) working days of said change.

§103 Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104 Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with Section §414 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Orders 12549 and 12689 29 CFR Parts 97.35 and 98.510 in accordance with §416.A.1.a.(13) of this Agreement and attached hereto as Exhibit B and made a part hereof.

- C. Certifications and Disclosures Regarding Lobbying in accordance with §416.A.1.a.4.(b) of this Agreement and attached hereto as Exhibit C and made a part hereof. Contractor shall also 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 the information contained in any Disclosure Form previously filed by Contractor.
- D. A Notice of Prohibition Against Retaliation attached as Exhibit D to this Agreement - Contractor shall comply with the requirements of the Notice of Prohibition Against Retaliation as it relates to the Living Wage Ordinance
- E. A Management Representation Statement fully executed in accordance with City's fiscal policies and attached hereto as Exhibit E and made a part of hereof.
- F. A Certification of Compliance with the Living Wage Ordinance Service Contractor Worker Retention and Living Wage Policy in accordance with §419.
- G. City of Los Angeles Affirmative Action Plan, a copy of which is located at <http://bca.lacity.org/site/pdf/aa/aaformwo.pdf>
- H. A Certification of Compliance With Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance in accordance with §421 of this Agreement and the Slavery Disclosure Ordinance in accordance with §423.
- I. Contractor shall submit a Code of Conduct to the City for approval and that it must meet the requirements of §415 Conflict of Interest of the Agreement.
- J. An Iran Contracting Act of 2010 Compliance Affidavit.

2. TERM AND SERVICES TO BE PROVIDED

§201 Time of Performance

The term of this Agreement shall commence on _____ and end _____. Said term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §414 herein.

§202 Services to be Provided by the Contractor

The Contractor shall provide contractual services, which are supported by the work task schedule identified in this section. All work is subject to prior City approval. Failure to receive approval may result in withholding compensation pursuant to §301.

The Contractor shall provide services as follows:

Scope of Work

3. PAYMENT

§301 Compensation and Method of Payment

- A. 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 _____ Dollars (\$ _____), to be paid at the rate of _____ Dollars (\$ _____) per hour for a maximum of _____ hours **OR** to be paid monthly, based on project deliverables or portions thereof as identified in Section 202. Such funds shall be allocated from the Community Development Block Grant (CDBG). The foregoing rate represents the total compensation to be paid by City to Contractor for services to be performed as designated by this Agreement.

- B. The Contractor shall submit monthly invoices to HCID. Each monthly invoice shall a) be submitted on the Contractor's letterhead, b) include the name, hours and rate of pay for all personnel to be paid; c) include evidence of the completed project; d) include supporting documentation for all approved purchases of equipment or supplies and e) shall be accompanied by a statement detailing the work completed for the month. All expenses for travel must receive prior approval from the City and must be documented and will be paid only in conformance with City policies and procedures. Funds shall not be released until the City has approved the work received and is satisfied with the documentation included in the invoice.
- C. Ten percent (10%) of the total compensation shall be withheld by the City until the Contractor has completed the requirements of this Agreement.
- D. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein.
- E. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct.
- F. Funding for all periods of this contract is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.
- G. Contractor shall warrant that any applicable discounts have been included in the costs to the City.
- H. Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

4. STANDARD PROVISIONS

§401 Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Contractor. The word "Contractor" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Contractor as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

§402 Applicable Law, Interpretation and Enforcement

- A. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.
- B. In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.
- C. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§404 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405 Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406 Prohibition Against Assignment or Delegation

The Contractor may not, unless it has first obtained the written permission of the City: Assign or otherwise alienate any of its rights hereunder, including the right to payment; or delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407 Permits

The Contractor and its officers, agents, employees, and subcontractors shall obtain and maintain all permits and licenses necessary for the Contractor's performance hereunder and shall pay any fees required therefore. The Contractor further certifies to immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408 Nondiscrimination and Affirmative Action

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices, including compensation, against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand

Dollars (\$1,000) but not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, religion, national origin, ancestry, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, marital status, domestic partner status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§409 Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that, in his or her employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship and political affiliation or belief.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration, including compensation, for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis of compensation or because of race, religion, ancestry, national origin, sex, sexual orientation, gender identification, transgender status, sex stereotypes, age, physical handicap, mental disability, medical condition, domestic partner status, marital status, pregnancy, childbirth and related medical conditions, citizenship, and political affiliation or belief.

- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- I. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- J. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- K. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§410 Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any City property (including reports, documents, and other tangible matter produced by the Contractor

hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§411 Los Angeles City Business Tax Registration Certificate

If applicable, Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

§412 Bonds

All bonds that may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review in accordance with Los Angeles Administrative Code § 11.47 through 11.56.

§413 Indemnification

Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor/Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in-house and outside counsel) and cost of litigation, (including all actual litigation costs incurred by the City, including, but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's/Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by the Contractor/Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this Section shall survive expiration or termination of this Contract.

§414 Insurance

A. General Conditions

1. During the term of this Agreement and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by the Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet (Form Gen. 146) in Exhibit A hereto, covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles – Instructions And Information On Complying With City Insurance Requirements (Revised 10/09) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

2. The standard City of Los Angeles insurance conditions are incorporated into the sample standard subcontract provisions. The specific insurance coverages and limits shall be

described by contractor in RFP. These coverages and limits should be tailored to the individual subcontract. For City contracts, **Required Insurance and Minimum Limits** are set by the City Risk Management staff in the Office of the City Administrative Officer of the City of Los Angeles on the Form Gen. 146. Electronic submission is the preferred method of submitting your evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

B. Modification of Coverage

City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Contractor/Consultant ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Contractor/Consultant, City agrees to negotiate additional compensation proportional to the increased benefit to City.

C. Failure to Procure Insurance

1. All required insurance must be submitted and approved by the Office of the City Administrative Officer/Risk Management prior to the inception of any operations or tenancy by Contractor/Consultant. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Contractor's/Consultant's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
2. Within the foregoing constraints, Contractor's/Consultant's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor/Consultant.

D. Workers' Compensation

1. By signing this Agreement, Contractor/Consultant hereby certifies that it is aware of the provisions of §3700 *et seq.*, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
2. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

§415 Conflict of Interest

A. No City-funded Employees as Board Members

The City will not execute any Agreements and/or Amendments with Contractors where an employee (an individual who is paid or receives any financial benefit from funds from the Agreement with the City), is a member of the Board of Directors. The Board minutes must reflect this requirement.

B. Code of Conduct

1. The City requires that all Contractors/Sub-Contractors adopt a Code of Conduct which at minimum reflects the constraints discussed in HCID Directive FY12-0001. No Agreements and/or Amendments will be executed without City approval of this Code of Conduct.

2. Further, the City requires compliance with the following conflict of interest requirements for all City funded contractors.

C. Conflict of Interest

1. Prior to obtaining the City's approval of any subcontract, the Contractor shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Contractor or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

2. The Contractor covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by City funds (regardless of source) where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

a. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

b. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

c. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

3. Definitions:

a. The term "immediate family" includes, but is not limited to, domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

b. The term "financial or other interest" includes, but is not limited to:

(1) Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

(2) Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent (5%) or more; ownership of five percent (5%) or more of the stock; employment in a managerial capacity; or membership on the Board of Directors or governing body.

c. A subcontract is any agreement entered into by Contractor for the purchase of goods or services with any funds provided by this Agreement.

D. Minutes of Board Meetings must reflect disclosure of transactions where Board Members may have had a direct or indirect interest/benefit in the action.

- E. No director, officer, employee (or agent) of the Contractor may be on the Board of Directors if they receive any financial benefit provided by any City Agreement.
- F. The Contractor further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- G. The Contractor shall not subcontract with a former director, officer, or employee within a one (1) year period following the termination of the relationship between said person and the Contractor.
- H. For further clarification of the meaning of any terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles, State of California, and Federal regulations regarding conflict of interest.
- I. The Contractor warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.
- J. The Contractor covenants that no member, officer or employee of Contractor shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one (1) year thereafter.
- K. The Contractor shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project, and shall substitute the term "subcontractor" for the term "Contractor" and "sub-subcontractor" for "Subcontractor".
- L. The Contractor warrants that it has adopted and shall comply with the Code of Conduct, as approved by the City that meets the foregoing requirements.

§416 Compliance with State and Federal Statutes and Regulations

A. Contractor understands that failure to comply with any of the following assurances may result in suspension, termination or reduction of grant funds, and repayment by Contractor to City of any unlawful expenditures.

1. Statutes and Regulations Applicable To All Grant Contracts

a. 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 the provisions of 2 C.F.R., Part 200, which provisions supersede 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); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

(2) Single Audit Act

If Federal funds are used in the performance of this Agreement, 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. The provisions of this paragraph survive expiration or termination of this Agreement.

(3) American with Disabilities Act

In implementing this Agreement, Contractor represents and certifies that it will:

- a. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
- b. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
- c. Provide reasonable accommodation upon request to ensure equal access and effective communication to all of its programs, services and activities.

Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

(4) Political and Sectarian Activity Prohibited

(a) 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.

(b) If this Agreement provides for more than \$100,000.00 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 C. No funds will be released to Contractor until the Certification is filed.

(c) 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 subawards at all tiers and that all subcontractors shall certify and disclose accordingly.

(5) Records Inspection

(a) At any time during normal business hours and as often as the City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, may deem necessary, Contractor shall make available for examination all of its records with respect to all matters covered by this Agreement. The City, the U.S. Comptroller General, the U.S. Department of Labor, the Auditor General of the State of California, and the Employment Development Department or their designees, shall have the authority to audit, examine and make excerpts or transcripts from records, including all Contractor's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

(b) Contractor agrees to provide any reports requested by the City regarding performance of the 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. The 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) Subcontracts and Procurement

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

(b) Contractor shall ensure that the terms of this Agreement with the City are incorporated into all Subcontractor Agreements. The Contractor shall submit all subcontractor agreements to the City for review prior to

the release of any funds to the subcontractor. The Contractor shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

(8) Labor

(a) 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).

(b) Contractor shall comply, as applicable, with the provision of the Davis-Bacon Act (40 U.S.C. §§276a-276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

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

(d) None of the funds shall be used to promote or deter Union/Labor organizing activities. (California Government Code Sec. 16645 *et seq.*)

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

(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 U.S.C. §2000d, 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 person 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 handicaps; (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) §§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 Americans with Disabilities Act, 42 USC §12101 *et seq.*, and the Americans with Disabilities Act Amendments Act, Pub.L.110-325; and (n) the Genetic Information Nondiscrimination Act of 2008 (GiNA) P.L. 110-233;

(10) Relocation Requirements

(a) Contractor shall comply, or has already complied, 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.

(b) Contractor shall comply with §104(d) of the Housing and Community Development Act of 1974 (HCD Act). When applicable, §104(d)(2)(A)(iii) of the HCD Act provides relocation assistance to lower-income persons who are displaced as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit to a use other than a lower-income dwelling in connection with an assisted project. Section 104(d)(2)(A)(i) provides that certain lower-income dwelling units that are demolished or converted to a use other than as lower-income housing be replaced "one-for-one."

(11) Environmental

(a) Contractor shall comply, or has already complied, 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.

(b) 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); (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) §508 of the Clean Water Act (38 U.S.C. 1368).

(c) 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.

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

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

(f) 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.

(g) By signing this Agreement, Contractor ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000 *et seq.* and is not impacting the environment negatively.

(12) 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.*).

(13) 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 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 require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

(14) 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, California Government Code §§ 8350-8357.

(15) Animal Welfare

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

- (16) 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 §303 of the Energy Policy Act of 1992 (42 USC 13212).
- (16) Faith Based Activities
- Contractor shall comply with 24 CFR 570.200(j) regarding Faith Based Activities.
- (17) Pro-Children Act of 1994
- (a) 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.
- (b) 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.
- (18) American-Made Equipment Products
- 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.
- (19) Contractor shall administer this Agreement in accordance with the provisions of 2 C.F.R. Part 200 which provision supersedes the OMB Circulars.
- (20) **Mandatory Disclosures:** The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for Non-Compliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. 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:

- a. The Housing and Community Development Act of 1992 (42 USC §5301 *et seq.*) as amended, 24 CFR parts 84, 85, 500 *et seq.*
- b. Contractor shall comply with the provisions of the California Child Abuse and Neglect Reporting Act, CA Penal Code §11164 *et seq.* and specifically §§11165.7, 11165.9, 11166.

C. Statutes and Regulations Applicable to all HUD Funded Agreements:

1. Equal Access to HUD-Assisted or Insured Housing

(a) Eligibility for HUD-Assisted or Insured Housing:

A determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. The terms "sexual orientation" and "gender identity" are defined in 24 CFR §5.100.

(b) Prohibition of Inquiries on Sexual Orientation or Gender Identity:

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or subrecipient of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making housing available.

This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit an individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled. The term "household" is defined in 24 CFR §570.3.

D. Traveling Expenses

Travel must be approved in advance by the City and included in the Budget. Contractor shall be compensated for its reasonable travel expenses incurred in the performance of the Scope of Work and in compliance with 2 C.F.R. §200.474.

§417 Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of the Contractor as an independent Contractor and not as a City employee.

§418 Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

1. If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor (U.S. Department of Labor.) Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. §§200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

City/State shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. For purposes of this Agreement when copyrightable material (Material) is developed under this Agreement, ownership of the Material shall be governed by the provisions set forth below in Sections E through J. Notwithstanding such ownership rights, the Grantor, State, City and Contractor shall each have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, access, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement. Contractor shall comply with 29 CFR 97.34

D. Rights to Data

1. The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

2. Obligations Binding on Subcontractors Contractor shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

E. Intellectual Property Provisions for California Sub-Grants – IF APPLICABLE

This Agreement is funded in part with federal "pass through" funds from the State of California (State). The following requirements are applicable to this Agreement. In any Contract funded in whole or in part by the federal government, City/State may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. However, pursuant to 29 CFR Part 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

F. Ownership

1. Except where City/State has agreed in a signed writing to accept a license, City/State shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement.
 2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by City/State, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 3. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
 4. In the performance of this Agreement, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Agreement, Contractor may access and utilize certain of City's/State's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of City's/State's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of City/State. Except as otherwise set forth herein, neither Contractor nor City/State shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to City/State, Contractor agrees to abide by all license and confidentiality restrictions applicable to City/State in the third-party's license agreement.
 5. Contractor agrees to cooperate with City/State in establishing or maintaining City/State's exclusive rights in the Intellectual Property, and in assuring City's/State's sole rights against third parties with respect to the Intellectual Property. If Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions herein. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to City/State all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or City/State and which result directly or indirectly from this Contract or any subcontract.
 6. The requirement for Contractor to include all Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
 7. Contractor further agrees to assist and cooperate with City/State in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce City's/State's Intellectual Property rights and interests.
- G. Retained Rights/License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to City/State, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/performance, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
 2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of City/State or third party, or result in a breach or default of any provisions herein or result in a breach of any provisions of law relating to confidentiality.
- H. Copyright
1. Contractor agrees that for purposes of copyright law, all works made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to City/State to any work product made, conceived, derived from or reduced to practice by Contractor or City/State and which result directly or indirectly from this Contract.
 2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from City/State.
- I. Patent Rights
- With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to City/State a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to City/State, without additional compensation, all its right, title and interest in and to such inventions and to assist City/State in securing United States and foreign patents with respect thereto.
- J. Third-Party Intellectual Property
- Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining City/State's prior written approval; and (ii) granting to or obtaining for City/State's, without additional compensation, a license, as described in Section G. above, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and City/State determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to City/State.
- K. Warranties
1. Contractor represents and warrants that:
 - a. It has secured and will secure all rights and licenses necessary for its performance of this Agreement. Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country.

There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Contractor.

- b. Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - c. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - d. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to City/State in this Agreement.
 - e. It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - f. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
2. City/State make no warranty that the intellectual property resulting from this subgrant Agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.
- L. Intellectual Property Indemnity
1. Contractor shall indemnify, defend and hold harmless City/State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of City/State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or City/State and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. City/State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against City/State.
 2. Should any Intellectual Property licensed by Contractor to City/State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve City/State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to City/State. City/State shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for City/State to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, City/State may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
 3. Contractor agrees that damages alone would be inadequate to compensate City/State for breach of any term of these Intellectual Property provisions herein by Contractor. Contractor acknowledges City/State would suffer irreparable harm in the event of such breach and agrees City/State shall be entitled to obtain

equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

M. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

§419 Living Wage Ordinance and Service Contractor Worker Retention Ordinance.

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), §10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), §10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. The Ordinances require the following:

1. Contractor/Consultant assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of benefits as defined in the LWO;
2. Contractor/Consultant further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor/Consultant shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor/Consultant shall deliver the executed pledges from each such subcontractor to the City within ninety (90) days of the execution of the Subcontract. Contractor's/Consultant's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor/Consultant to comply with the provision in the LWO contained in §10.37.6(c) concerning compliance with such federal law.
3. The Contractor/Consultant, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor/Consultant shall post the Notice of Prohibition Against Retaliation provided by the City.
4. Any Subcontract entered into by the Contractor/Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" language.
5. Contractor/Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Under the provisions of §10.36.3(c) and §10.37.5(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor/Consultant has violated provisions of the LWO and the SCWRO.

C. Where under the LWO §10.37.6(d), the designated administrative agency has determined (a) that the Contractor/Consultant is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor/Consultant in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor/Consultant, the awarding authority may deduct the amount determined to be due and owing by the Contractor/Consultant to its employees. Such monies shall be placed in the holding account referred to in LWO §10.37.6(d)(3) and disposed of under procedures there described through final and binding arbitration. Whether the Contractor/Consultant is to continue work following an impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor/Consultant may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.

This Contract is subject to the provisions of §10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

§421 Equal Benefits Ordinance

A. Unless otherwise exempted in accordance with the provisions of the Equal Benefits Ordinance (EBO) §10.8.2.1 of the Los Angeles Administrative Code, this Contract is subject to the provisions of the EBO as amended from time to time.

B. During the performance of the Contract, the Contractor/Consultant certifies and represents that the Contractor/Consultant will comply with the EBO. The Contractor/Consultant agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor/Consultant will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, Equal Employment Opportunities Enforcement Section at (213) 847-1922.”

C. The failure of the Contractor/Consultant to comply with the EBO will be deemed to be a material breach of the Contract by the Awarding Authority.

D. If the Contractor/Consultant fails to comply with the EBO the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

E. Failure to comply with the EBO may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

F. If the Office of Contract Compliance determines that a Contractor/Consultant has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor/Consultant in actions taken pursuant to the provisions of Los Angeles Administrative Code §10.40 *et seq.*, Contractor Responsibility Ordinance.

§422 Contractor Responsibility Ordinance

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, §10.40 *et seq.*, of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires Contractor/Consultant to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor’s/Consultant’s fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, Contractor/Consultant pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. The Contractor/Consultant further agrees to: (1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor/Consultant is not in compliance with all applicable federal, state and local laws in performance of this contract; (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor/Consultant has violated the provisions of §10.40.3(a) of the Ordinance; (3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and (4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify

Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated §10.40.3(a) of the Ordinance in performance of the subcontract.

§423 Slavery Disclosure Ordinance

This contract may be subject to the Slavery Disclosure Ordinance as codified in the Los Angeles Administrative Code §10.41 *et seq.* in the future. If so, Contractor will be notified of the applicability by the City.

§424 Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§425 Child Support Assignment Orders

A. This Contract is subject to §10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; 2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code §5230 *et seq.*; and (4) maintain such compliance throughout the term of this Contract. Pursuant to §10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. Any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City.

B. Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

§426 Contractor's Personnel

Contractor shall only assign personnel to this job who are qualified for this assignment by experience and/or education to perform the tasks under this Agreement. In the event anyone is replaced or terminated, Contractor shall notify the City in writing, within five (5) days after termination, and provide information regarding the replacement employees' work and educational experience and qualifications.

§427 Warranty and Responsibility of Contractor

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Contractor's profession, doing the same or similar work under the same or similar circumstances.

§428 First Source Hiring Ordinance

Unless otherwise exempt, this contract 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.

- A. Contractor shall, prior to the execution of the contract, provide to the Bureau of Contract Administration, a list of anticipated employment opportunities that Contractor estimates it will need to fill in order to perform the services under the contract.
- B. Contractor further pledges that it will, during the term of the contract: (1) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the HOUSING AND COMMUNITY INVESTMENT DEPARTMENT (HCID), which will refer individuals for interview; (2) interview qualified individuals referred by HCID; and (3) prior to filing any employment opportunity, the Contractor shall inform the Bureau of Contract Administration 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.
- C. Any subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- D. Contractor shall comply with all rules, regulations and policies promulgated by the Bureau of Contract Administration, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the Bureau of Contract Administration has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the FSHO, that determination will be documented in the Awarding Authority'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 the Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the Bureau of Contract Administration determines that the Contractor has violated provisions of the FSHO.

§429 Compliance With Los Angeles City Charter Section 470(C)(12)

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract #_____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and

addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

§430 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit.

§431. Fair Chance Initiative For Hiring Ordinance

Unless otherwise exempt under Federal or State law, City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms may be found at Department of Public Works, Bureau of Contract Administration at <http://bca.lacity.org/>.

5. DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501 Defaults

Should the Contractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the City reserves the right to:

- a. Reduce the total budget;
- b. Make any changes in the general scope of this Agreement;
- c. Suspend project operations in accordance with §502 of this Agreement; or
- d. Terminate the Agreement.

§502 Suspension

- A. The City may suspend all or part of the project operations for failure by the Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.
- B. Said notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within five (5) working days the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §414 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§503 Termination

A. Either party to this Agreement may terminate this Agreement or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property, documents, data, studies, reports and records purchased or prepared by the Contractor under this Agreement shall be disposed of according to City directives.

C. In the event that the Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) Contractor shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Contractor for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payments due to the Contractor until such time as the exact amount of any damages that may be due to the City from the Contractor is determined.

F. The foregoing Subsection B, C, D, and E shall also apply to activities terminating upon the date specified in §201 or upon completion of the performance of this Agreement.

§504 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Contractor shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of Agreement within five (5) working days of such suspension or termination.

§505 Amendments

A. Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

B. The Contractor agrees to comply with all future City Directives or any rules, amendments or requirements promulgated by the City affecting this Agreement.

§506 WAIVERS

A. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

B. No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be a waiver or breach of any other provision. A party's performance after the other party's default shall not be construed as a waiver of that default.

6. ENTIRE AGREEMENT

§601 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602 Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes () pages, and Five (5) Exhibits, which constitute the entire understanding and agreement of the parties.

7. SIGNATURE PAGE

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 _____, 2017

MICHAEL N. FEUER, City Attorney

For: THE CITY OF LOS ANGELES

By _____
Assistant/Deputy City Attorney

RUSHMORE D. CERVANTES
General Manager
Housing and Community Investment Department

Date: _____

ATTEST:

By: _____

HOLLY L. WOLCOTT, City Clerk

By: _____

Date: _____

Executed this _____ day of _____, 2017

For: «Contractor»

(Contractor's Corporate Seal)

By: _____
«FirstSigner»
«Title1stSigner»

By: _____
«SecondSigner»
«Title2ndSigner»

D-U-N-S® Number: _____
CFDA Number: _____
City Business License Number: «CityBusinessCode»
Internal Revenue Service ID Number: «IRSNum»
Council File/CAO File Number: _____; Date of Approval: _____
Said Agreement is Number _____ of City Contracts

EXHIBIT A

Form Gen 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: «Contractor» _____

Date: _____

Agreement/Reference: («T Num») _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL \$ 1,000,000

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability \$ 1,000,000

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$ _____

Professional Liability (Errors and Omissions) \$ _____
Discovery Period 12 Months After Completion of Work or Date of Termination.

Property Insurance (to cover replacement cost of building - as determined by insurance company) \$ _____

All Risk Coverage Boiler and Machinery
 Flood Builder's Risk
 Earthquake _____

Pollution Liability \$ _____

Surety Bonds – Performance and Payment (Labor and Materials) Bonds 100% of the contract price
 Crime Insurance \$ _____

Other: _____

EXHIBIT A
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

PERSON TO CONTACT Direct all correspondence, questions, requests for additional forms, etc., to the contact person listed here or to the department that administers your contract, lease or permit:

| | |
|-------------|--|
| NAME | |
| CITY AGENCY | Housing and Community Investment Department |
| ADDRESS | 1200 W. 7 th Street, 9 th Floor Los Angeles, CA 90017 |
| TEL (213) | FAX (213) |

GENERAL INFORMATION

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACCORD 25 Certificate of Liability Insurance** in electronic format. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to **Accord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

EXHIBIT A - Cont.
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. Please note that submissions other than through Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com), or by calling (800) 420-0555.)

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

Rev. 10/09

EXHIBIT B
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12459 and 12689, Debarment and Suspension, 24 CFR Part 24 Section 24.510, and 29 CFR Parts 97.35 and 98.510, Participants' responsibilities.

(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE COMPLETING)

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

AGREEMENT NUMBER _____

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Exhibit B (cont.)
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12459 and 12689.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER _____

«Contractor»
CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT D
NOTICE OF PROHIBITION AGAINST RETALIATION

An employer subject to the Living Wage Ordinance shall post in a prominent place in an area frequented by employees a copy of the below notice to employees regarding the LWO prohibition against retaliation (also available in English at www.lacity.org/BCA/lwo_retaliation_English.pdf and in Spanish at www.lacity.org/BCA/lwo_retaliation_spanish.pdf. The retaliation notice must be posted by an employer even if the employer has been exempted from the LWO.

**NOTICE TO EMPLOYEES
WORKING ON CITY CONTRACTS
RE: LIVING WAGE ORDINANCE AND
PROHIBITION AGAINST RETALIATION**

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the Equal Employment Opportunities Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunities Enforcement Section at (213) 847-1922.

**CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor
Los Angeles, CA 90015
Phone: (213) 847-1922 — Fax: (213) 847-2777**

Rev. 06/06

EXHIBIT E

MANAGEMENT REPRESENTATION

As a prerequisite to receipt of a City funded Contract, and as material facts upon which the City may rely in preparing the Contract, I, an authorized representative of the Contractor, make the following representations:

1. I am responsible for the fair presentation of the Contractor's financial records/reports in conformity with Generally Accepted Accounting Principles (GAAP) and have provided such records/reports accordingly to the City. I will make available to City all related data and information. I am not aware of any material transactions that have not been properly recorded and disclosed.
True False
2. The Contractor has adopted sound accounting policies and procedures in accordance with GAAP that include procedures for maintaining internal controls, and preventing and detecting fraud and abuse.
True False
3. I have advised and will continue to advise the City of any actions taken at meetings of Contractor's Board of Directors, and Committees of the Board of Directors which may have a material impact on Contractor's ability to perform the City's Contract.
True False
4. Except as recorded or disclosed to you herein, I know of no instances of:
 - a. Conflict of interests (direct or indirect), nepotism, related (direct or indirect) party transactions including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
True False
 - b. Guarantees, whether written or oral, under which the Contractor is contingently liable.
True False
 - c. Actual, forthcoming or possible terminations of funding from regulatory agencies or other sources due to noncompliance, deficiencies, or for any other reason, that would affect the financial records and/or continuing viability of the Contractor as an on-going concern.
True False
5. I have no knowledge that a board member/s is/are also an employee of this Contractor whose salary costs are reimbursed under this agreement.
True False
6. I have no knowledge of and am not in receipt of any communication regarding allegations of fraud, suspected fraud or abuse affecting the Contractor involving management, employees who have significant roles in internal control, or others where fraud/abuse could have a material effect on the financial records or performance of the City Contract.
True False
7. I have no knowledge of any allegations, written or oral, of misstatements or misapplication of funds in the Contractor's conduct of its financial affairs or in its financial records.
True False
8. I am not aware of any pending litigation, bankruptcy, judgment, liens and other significant issues that may threaten the financial viability, legal and continuing existence of the Contractor.

True False

9. The Contractor has satisfactory title to all assets being used in the City's program, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral.

True False

10. The Contractor has complied with all aspects of contractual agreements, related laws and regulations that could have a material effect on the financial records, the program/s, or on the organization as a whole.

True False

11. I have properly reported and paid to the appropriate governmental agencies all payroll taxes due on employees' (City program related or otherwise) compensation.

True False

12. I have responded fully to all the City's inquiries related to the Contractor's financial records and/or reports.

True False

13. I understand that the City's auditing and monitoring procedures of Contractor are limited to those which the City determines best meet its informational needs and may not necessarily disclose all errors, irregularities, including fraud or defalcation, or illegal acts, that may exist.

True False

14. I understand that the City audit and monitoring reports are intended solely for use by the Contractor and the other authorized parties, and are not intended for other purposes, unless otherwise required by law.

True False

15. If one or more of the above statements is found to be false, I understand that the City may terminate this contract immediately. I also understand that I have a continuing duty to report to City any material factual change to any of these statements.

True False

Use this space to provide any additional information:

I declare under penalty of perjury that I have read the foregoing statements and they are true and complete to the best of my knowledge.

AGREEMENT NUMBER _____

«Contractor»

CONTRACTOR/BORROWER/AGENCY

«FirstSigner», «Title1stSigner»

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

PROFESSIONAL FEE SCHEDULE

Services will be compensated according to the following fee schedule:

The vendor shall provide the total cost of the service including trip charge, lab charge, mail/FedEx, staff and any other fees associated with producing any associated reports. Asbestos Inspection/Risk Assessment services will be compensated according to the Fee Schedule below:

AHERA Protocol

| | |
|---|---|
| Single Family Residences | \$ <u>875</u> base price + \$ <u>185</u> per unit + \$ <u>185</u> per building extension |
| Multi-Family 2-20 units | \$ <u>2400</u> base price + \$ <u>175</u> per unit + \$ <u>175</u> per building extension |
| Multi-Family 21+ units | \$ <u>325</u> |
| Work Plan Specifications | \$ <u>530</u> |
| Daily Monitoring (Work in progress) | \$ <u>530</u> |
| Periodic Monitoring (Work in progress) | \$ <u>530</u> |
| Clearance | \$ <u>625</u> (includes asbestos survey and lab reports) |

NESHAPS Protocol

| | |
|---|---|
| Single Family Residence | \$ <u>625</u> base price + \$ <u>180</u> per unit + \$ <u>180</u> per building extension |
| Multi-Family 2-20 units extension | \$ <u>2400</u> base price + \$ <u>125</u> per unit + \$ <u>125</u> per building extension |
| Multi-Family 21+ units | \$ <u>325</u> |
| Work Plan Specifications | \$ <u>530</u> |
| Daily Monitoring (Work in progress) | \$ <u>530</u> |
| Periodic Monitoring (Work in progress) | \$ <u>530</u> |
| Clearance | \$ <u>875</u> (includes asbestos survey and lab reports) |

If HCID requires certain related services that are not on the established fee schedule HCID will negotiate rates consistent with its analysis of reasonable fees.