COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
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Gloria Molina
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Michael D. Antonovich
Commissioners

Carlos Jackson
Executive Director

November 29, 2005

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors and Commissioners:

APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT WITH CENTURY COMMUNITY CHILDREN'S CENTERS, INC. (2) (3 Vote)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the remediation activities required at Assessor's Parcel Number (APN) 6148-006-019, commonly known as 1200 East Imperial Highway, in unincorporated Willowbrook (the Site), are exempt from the provisions of the California Environmental Quality Act (CEQA), as described herein, because the work involves activities that will not have the potential for causing a significant effect on the environment.

2. Approve a Community Development Block Grant (CDBG) Reimbursable Contract (Attachment A) with Century Community Children's Centers, Inc. (Century), presented in substantially final form, for environmental remediation activities at the above site, using $107,510 in CDBG funds allocated to the Second Supervisorial District, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2006.

3. Instruct the Executive' Director of the Community Development Commission, acting as agent for the County of Los Angeles, to execute four copies of the attached standard CDBG Reimbursable Contract and all necessary administrative amendments thereto.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

Authorize the Executive Director of the Community Development Commission to incorporate $107,510 in Community Development Block Grant (CDBG) funds allocated to the Second Supervisorial District into the Commission's approved Fiscal Year 2005-2006 budget, to fund a CDBG Reimbursable Contract with Century Community Children's Centers, Inc. (Century), for environmental remediation activities required at Assessor's Parcel Number (APN) 6148-006-019, commonly known as 1200 East Imperial Highway, in unincorporated Willowbrook (the Site).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve a CDBG Reimbursable Contract that will allow for environmental remediation of the Site, which will later be used for development of a childcare facility.

FISCAL IMPACTIFINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract will be funded with a total of $107,510 in CDBG funds allocated to the Second Supervisorial District. The CDBG funds will be incorporated into the Commission's approved Fiscal Year 2005-2006 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Century is a California nonprofit corporation established July 16, 1999, for the purpose to provide affordable or low-cost childcare, recreational and educational opportunities to children of families of limited means and to lessen the burdens of government and otherwise promote social well-being.

The 40,838 square-foot Site is part of a total of three vacant parcels (see map, Attachment B) that Century will use for development of a childcare center. The childcare center will serve children from low- and moderate-income households in unincorporated Willowbrook and adjacent communities, which are areas with a disproportionate need for childcare services.

On January 21, 2003, the Chief Administrative Office transferred the Site to Century Community Children's Centers, Inc. for development of the childcare center. This parcel initially was owned by the California Department of Transportation as excess land from the construction of the Century Freeway.

On September 20, 2005 the Board authorized the Commission to acquire two parcels adjacent to the Site. After remediation of the Site is complete, all parcels will be assembled for development of the childcare center.

CDBG funds will be used for project management and environmental remediation services at the Site, including excavation and appropriate disposal of approximately 333 tons of lead-impacted soil, lab testing to confirm that lead levels remaining on the site do not exceed regulatory standards, and other, related work.

Should Century require additional or replacement personnel during the term of the agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Century will contact the County's GAIN/GROW Division for a list of participants by job category.

The minority and female composition of the Board of Directors and staff of Century Community Children's Centers, Inc. is provided with this letter as Attachment C.

The attached CDBG Reimbursable Contract is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(10), this project is exempt from the National Environmental Policy Act (NEPA), because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15330, because it involves a minor action to eliminate the release or threat of release of hazardous substances and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

The project meets the HUD national objective of providing services to low- and moderate- income persons in the Second Supervisorial District.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 3

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT

THIS CONTRACT is made and entered into this ____day of December 2005, by and between the County of Los Angeles, hereinafter called the "County", acting by and through its agent, the Executive Director of the Community Development Commission of the County of Los Angeles, hereinafter called "Commission" or "CDC," and Century Community Children's Centers, Inc., hereinafter called "Operating Agency".

WITNESSETH THAT:

WHEREAS, Operating Agency desires to participate in the County's Community Development Block Grant (CDBG) program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide the within described services.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the parties hereto agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A-Project Description and Activity Budget, Exhibit B-Insurance Requirements and Exhibit C-Site Remediation Map.

2. CONTRACT ADMINISTRATION. The Executive Director of the Commission, hereinafter called the "Executive Director", or his designee(s), shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.

3. SCOPE OF SERVICES. The Operating Agency shall commence its duties hereunder from the execution date of this Contract through June 30, 2006. Operating Agency agrees to accomplish the following work: Environmental remediation services for the project management, and environmental remediation services for the removal and appropriate disposal of lead-impacted soil from a 40,838 square foot parcel, owned by Operating Agency, located at 1200 East Imperial Highway, Los Angeles, California, (APN 6148-006-019). Upon completion of the remediation activities, the project site is proposed for the development of a childcare facility for children from low- and moderate-income households in the unincorporated County and adjacent communities. Remediation services will include review of site assessment documentation, preparation of a remedial excavation plan, demolition and recycling, or disposal of asphalt covering the excavation areas, excavation and appropriate disposal of approximately 333 tons of lead impacted soil, performance of confirmation soil sampling of the excavated areas, lab testing to confirm that lead levels remaining on the site do not exceed the U.S. Environmental Protection Agency's Preliminary Remediation Goal (PRG) for residential use of 150 milligrams per kilogram (mg/kg), and preparation and submission of a closure report. All work will be performed by appropriately certified and licensed personnel. (See Exhibit A, attached)

4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed not later than June 30, 2006.

5. UNEXPENDED GRANT FUNDS. The Operating Agency agrees that it will return to the Executive Director any unexpended grant funds provided by the County under this Contract.

6. COMPLIANCE WITH LAWS. The Operating Agency shall adhere to the following administrative requirements: All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract, including, but not limited to, subsections a-g below.

This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart J of the CDBG regulations, except that:

i. The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and

ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency shall specifically comply with subsections a-g below. Additionally, this Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. The County ensures equal opportunity in the award and performance of any contract to all persons without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

c. Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

   The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

   The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract

or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

d. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM And GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category

e. No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this contract on the basis of age or with respect to an otherwise qualified disabled individual.

f. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of 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 the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

g. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract and the Operating Agency shall be liable for civil action.

h. The Commission ensures equal opportunity in the award and performance of any contract to all persons without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability."

7. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, as reasonably necessary to protect the life and health of employees on the job, and the safety of the public and to protect property in connection with the performance of this Contract.

8. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

9. INTERPRETATION. No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.

10. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

11. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection, for a total of five (5) years, its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County. Operating Agency agrees to submit all data that are necessary to complete the Annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

12. NONEXPENDABLE PROPERTY. Nonexpendable property means leased and purchased tangible personal property having a useful life of more than one (1) year

and/or an acquisition cost of $5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment. Nonexpendable Property includes real property and any interest in such real property, including any mortgage or other encumbrance of real property, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

The Operating Agency shall maintain up-to-date property records, listing all non-expendable property items for which they are responsible. The following items should be included in the list: description of property, serial or ID number, source of funds that purchased the item (including the award number), property title holder, date of purchase, cost, percentage of Federal participation in the cost of the property, location, condition and use of property, and date of disposal and sale price or method used to determine the current fair market value. The Operating Agency shall conduct a physical inventory of the nonexpendable property at least once every two (2) years, reconcile the inventory with its property records and maintain these records. In case of change of use or disposition, the Operating Agency shall immediately pay to the Commission a CDBG pro-rata share of the current fair market value of the property, if the fair market value is over $5,000.

13. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall immediately transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of $25,000 shall be either:

i. Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or

ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 15 above.

The Operating Agency shall maintain the use of the real property and documentation verifying compliance with the national objective for a period of five years after closeout of this project, per 24 CFR 570.505, Use of Real Property, which states, "...the standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of $25,000." These standards shall apply from the date CDBG funds are first spent for the real property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program, or, with respect to other recipients, until five years after the closeout of the grant from which assistance to the real property was provided. The Operating Agency must submit to the Commission a completed "Certification of Eligible Use" Form verifying that the real property is used exclusively for the eligible use and purpose as provided in the Exhibit A. This form shall be submitted on an annual basis, by April 30th, beginning in year two (2) and for a period of five (5) years after closeout of the project. In case of the change of use or disposition, the Commission must be reimbursed for the current fair market value of the real property, less expenditures of non-CDBG funds to acquire or improve the real property.

14. PROCUREMENT. The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the County and its operating agencies. (See the Conflict of Interest section below.)

In the procurement of supplies, equipment, construction and service, the more restrictive conflict of interest provisions of the State of California or of the County shall apply.

In cases not governed by the above, such as acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses, and other private entities, following provisions shall apply.

15. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

16. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.

17. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.

18. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a total of five (5) years. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or granting agency directives, or with the effectiveness, legality and achievements of the program.

19. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in attached Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee. Expenses include the purchase of needed equipment to get the job done, and expenses on their personnel and benefits.

20. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles, the Housing Authority of the County of Los Angeles (Housing Authority), and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.

21. RESPONSIBILITY FOR MONITORING OPERATING AGENCYS. The Operating Agency is responsible for monitoring the activities of its employees, contractors and subcontractors with respect to program implementation, compliance with federal and County financial requirements, including the requirements specified under "Reports and Records," and compliance with all other applicable regulations. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the

right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

22. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

23. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:

i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.
iii. Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
iv. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.

If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

CENTURY COMMUNITY CHILDREN'S CENTERS, INC.

By: _____

Title: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

APPROVED AS TO PROGRAM:
Community Development Commission
of the County of Los Angeles

By: _____
TAUFIQ K. "SYED" RUSHDY
Director, Housing Development &
Preservation Division

EXHIBIT A

PROJECT DESCRIPTION AND ACTIVITY BUDGET

Purpose & Project Description

The purpose of this Contract is to provide reimbursement to Century Community Children's Centers, Inc. for environmental remediation services for the project management, and environmental remediation services for the removal and appropriate disposal of lead-impacted soil from a 40,838 square foot parcel, owned by Operating Agency, located at 1200 East Imperial Highway, Los Angeles, California, (APN 6148-006-019). Upon completion of the remediation activities, the project site is proposed for the development of a childcare facility for children from low- and moderate-income households in the unincorporated County and adjacent communities.

Remediation services will include review of site assessment documentation, preparation of a remedial excavation plan, demolition and recycling, or disposal of asphalt covering the excavation areas, excavation and appropriate disposal of lead impacted soil, performance of confirmation soil sampling of the excavated areas, lab testing to confirm that lead levels remaining on the site do not exceed the U.S. Environmental Protection Agency's Preliminary Remediation Goal (PRG) for residential use of 150 milligrams per kilogram (mg/kg), and preparation and submission of a closure report. All work will be performed by appropriately certified and licenses personnel.

History

The Chief Administrative Office of the County of Los Angeles transferred this parcel to Century Community Children's Centers, Inc., on January 21, 2003. The parcel was owned by the California Department of Transportation (Caltrans) as excess land from the construction of the Century Freeway. The parcel is currently a vacant lot.

In October 2002, Ecology and Environment, Inc.'s Superfund Technical Assessment and Response Team (START) conducted a Brownfields Target Site Assessment (BTSA) on the subject property. The START conducted the BTSA to investigate site environmental conditions that could affect redevelopment options at the site. Soil and soil gas were sampled and analyzed to document contaminant concentrations. The report concluded that based on the analyses performed, no hazardous compounds were detected above health-based action levels. However, total lead was detected up to 320 mg/kg. At the time the BTSA was performed, the USEPA Preliminary Remediation Goal (PRG) for lead was 400 mg/kg. In December 2002, the USEPA issued a revised PRG for lead of 150 mg/kg. Comparing the updated lead PRG with the previous sample results indicates that 10 of the 44 samples analyzed for lead exceeded the current lead PRG.

Rincon Consultants, Incorporated completed a soil assessment at the subject property (report dated November 10, 2003) in order to characterize the lateral and vertical extent of lead on the subject property. Lead detected in the soil samples analyzed exceeded the residential preliminary remediation goal (PRG-R) level (150 milligrams per kilogram) at ten sample locations. The corresponding deeper soil samples (1.5 or 3-foot deep samples) from these borings had concentrations of total lead less than the PRG-R. Twenty-seven soil samples collected from 0.5 feet or 1.5 feet below ground surface had total lead concentrations in excess of 10 times the soluble threshold limit concentration (STLC) for lead. Soluble analysis was performed on these samples to determine if pursuant to Title 22 of the California Code of Regulations these soil samples would be classified as a California hazardous waste. The soluble analysis indicated that fourteen of the soluble levels of lead exceed the STLC for lead. Therefore, the samples would be classified as a California hazardous waste for disposal. To determine if the soil at these location would also be classified as a Federal Resource Conservation and Recovery Act (RCRA) waste, a toxicity characteristics leaching procedure (TCLP) analysis was performed. The regulatory level for a RCRA hazardous waste classification by TCLP is 5 mg/L. The TCLP levels ranged from non-detectable to 0.62 milligrams per liter (mg/L). Therefore, based on the analysis performed, the soil would not be classified as RCRA waste.

Two rounds of sampling were conducted on the site to delineate the lead levels exceeding the lead PRG-R (September 3, 2003 and October 27, 2003). Initially, due to the size of the project site, the soil borings were completed with 40-foot spacing between each soil boring location. During the initial assessment, eight areas were identified with lead levels exceeding the PRG-R. Therefore,

step-out borings were completed around the eight identified areas in order to reduce the sample spacing from 40 feet to 20 feet spacing between each sample point exceeding the PRG-R.

Based on the latest assessment, ten areas (six areas approximately 20 feet by 20 feet by 1.5 feet and four areas 20 feet by 20 feet by 3 feet) have lead levels above the PRG-R.

Activity Budget

The cost to complete all remediation services is estimated not to exceed $99,240. Costs for specific activities are noted below.

Task	Estimated Cost
1. Remediation and placement of backfill for approximately 222 cubic yards or 333 tons of soil.	$ 50,400
2. Remediation Completion Allowance	$ 21,600
3. Environmental Monitoring	$ 7,200
4. Property Maintenance Allowance (not to exceed 5%)	$ 3,500
SUBTOTAL	**$ 82,700**
30% Contingency	*$ 24,810*
TOTAL	**$ 107,510**

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE

Operating Agency shall procure and maintain at Operating Agency's expense for the duration of this Contract the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Operating Agency, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The Community Development Commission of the County of Los Angeles ("Commission"), the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Operating Agency; products and completed operations of the Operating Agency; premises owned, leased or used by the Operating Agency.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	$1,000,000
Disease-policy limit	$1,000,000
Disease-each employee	$1,000,000

D. PROFESSIONAL LIABILITY INSURANCE: If applicable, in an amount of not less than $1,000,000 aggregate combined single limit, unless requirement has be been waived in writing. This extends coverage claim arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities or financial for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision upon written request.

Any self-insurance program and self-insured retention must be separately approved by the Commission. Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

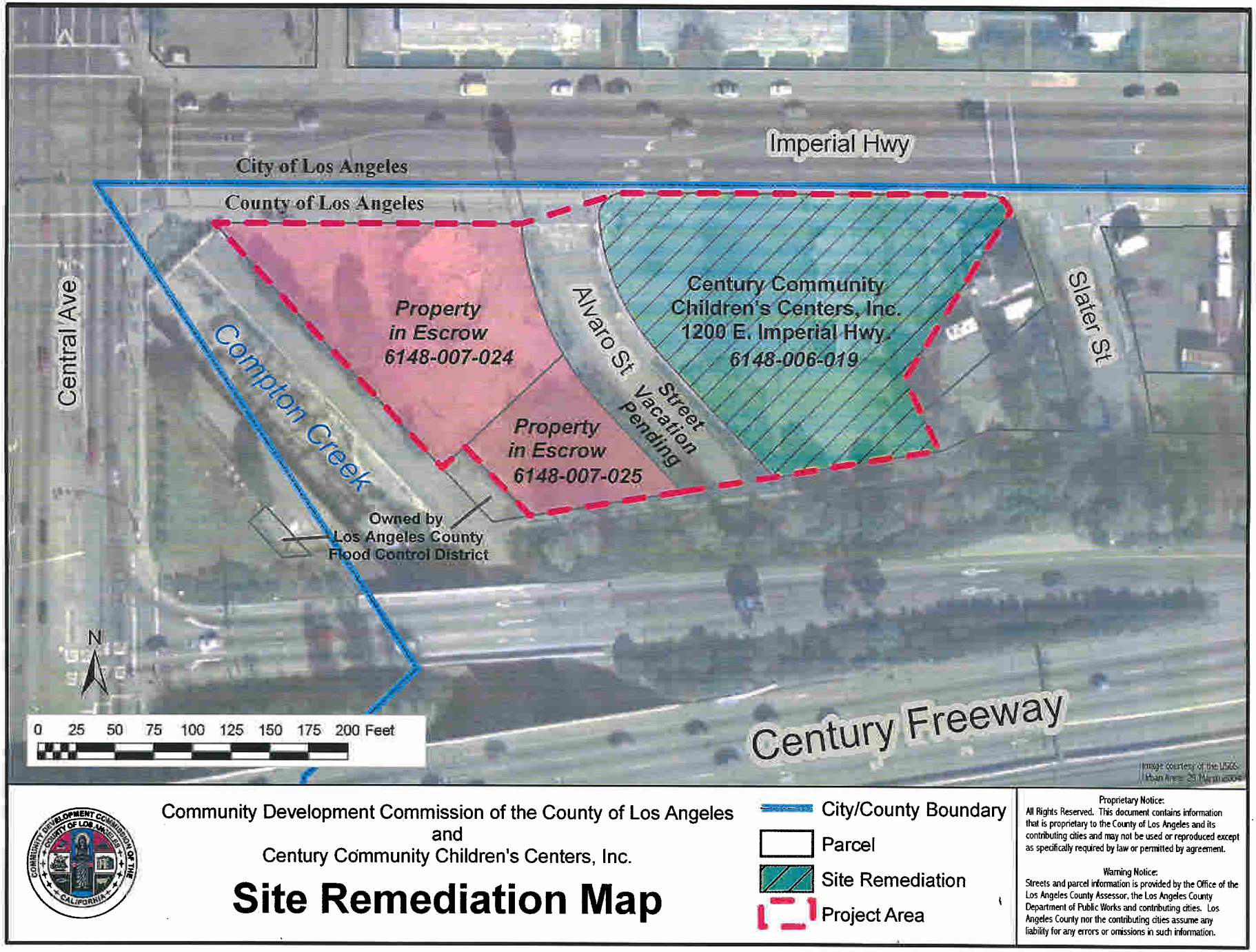
The Operating Agency shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Operating Agency to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.

2. INDEMNIFICATION

The Operating Agency shall indemnify, defend and hold harmless the Community Development Commission of the County of Los Angeles and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Operating Agency's acts and/or omissions arising from and/or relating to this Contract.

ATTACHMENT B



ATTACHMENT C

APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT WITH CENTURY COMMUNITY CHILDREN'S CENTERS, INC. (2)

Participation of Minorities and Women

Board of Directors	Employees
Total: 5	Total: 138
1 Minority	98 Minorities
0 Women	87 Women
20% Minority	71% Minority
0 % Women	63% Women

The Commission encourages the participation of minorities and women in the contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. Century Community Children's Centers, Inc. has voluntarily provided the above information.

The recommendation to approve the CDBG Reimbursable Contract with Century Community Children's Centers, Inc. is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.