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City of South Gate
CITY COUNCIL

AGENDA BILL

For the Regular Meeting of: May 24, 2022Originating Department: City Manager's Office

Interim City Manager: Chris Jeffers ^{AE}
Chris Jeffers

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Chris Jeffers

SUBJECT: AGREEMENT WITH SOUTHEAST COMMUNITY FOUNDATION FOR A TUTORING INITIATIVE PILOT PROGRAM IN SOUTH GATE

PURPOSE: To consider funding a pilot tutoring program in two South Gate LAUSD Schools through an agreement with Southeast Community Foundation.

RECOMMENDED ACTION: The City Council will consider:

- a. Approving an Agreement with the Southeast Community Foundation to fund a Summer and Fall tutoring pilot program in the amount of \$158,816.37; and
- b. Appropriating \$165,000 from the American Rescue Plan Act funds received by the City of South Gate to cover program and administration of funds related to this project; and
- c. Authorizing the Mayor to execute the Agreement in a form acceptable to the City Attorney.

FISCAL IMPACT: No impact to the General Fund. The funding will come from the American Rescue Plan Act ("ARPA") funds the City received in 2021.

ANALYSIS: Long before COVID-19, LAUSD had recognized the struggles of chronic absenteeism in its system, especially in economically disadvantaged communities. This problem has been further exacerbated during the pandemic. A recent report to the LAUSD Board of Education indicated that during the 2021-2022 school year, 46% of students demonstrated "chronic absenteeism." Chronic absenteeism is defined as when a student misses at least 9% of their classes. Due to the COVID pandemic and the illness, closing of schools and technology inequities that families struggled with, chronic absenteeism rose sharply.

The resulting fact is that numerous students are behind where they should be in subjects such as English, Math, and Science. The loss of these instructional hours has, and could have, lasting impacts on children for years to come. South Gate students are already facing obstacles of technology access, interrupted learning, and managing the mental health toll that the pandemic has caused.

The Southeast Community Foundation ("SCF") is a non-profit 501c3 organization that started in 2015 offering free tutoring to students in the Southeast Los Angeles ("SELA") Communities. SCF's Enrichment Tutoring Academy (ETA) is an evidence-based, high-impact academic enrichment tutoring program offered after-school, year-round to students in grades K-12, free of charge, with a particular emphasis on English Language Arts (decoding, reading comprehension and writing) and Mathematics. The tutoring is provided by qualified California credentialed teachers. In addition to obtaining a

California Teaching Credential, tutors must have at least one year of teaching experience, pass a background check and tuberculosis (TB) clearance, and demonstrate their capacity to foster trust and create healthy rapport with students. SCF's mission is to work through community collaboration, alliances, and partnerships to provide assistance programs and tools for children in SELA communities.

The proposed program will be a partnership with SCF and Woodcraft Rangers, another non-profit tax exempt organization which runs enrichment programs in Los Angeles County and the majority of after-school programs in South Gate LAUSD schools. Woodcraft Rangers was founded in 1922, when it opened its doors in Los Angeles. Since that time, they have expanded greatly to other communities and partnerships allowing it to have served over 500,000 youth, ranging from 5 to 18 years of age. Woodcraft Rangers offer a variety of after-school programs, leadership activities, and support services to assist youth in realizing their full potential. In response to the surge in academic needs that their students were demonstrating due to the pandemic, Woodcraft Rangers began to explore how to integrate individualized tutoring into their programming.

The proposed South Gate Tutoring pilot program is among the first partnerships to be launched as part of the Southeast Los Angeles (SELA) Tutoring Initiative, jointly facilitated by Innovate Public Schools and the Southeast Community Foundation (SCF). Innovate Public Schools is a non-profit 501c3 organization that develops parents and caregivers' leadership capacity and supports them in researching, identifying, and implementing promising solutions to systemic challenges in the education system. SCF is a non-profit 501c3 organization that has served the SELA community for over 25 years by providing access to technology, building the community's digital literacy, and running youth development programs for SELA youth. For the past year, Innovate Public Schools and SCF have worked with SELA families to understand why tutoring remains inaccessible to most families despite the infusion of Covid relief funding that LAUSD received to provide tutoring. They learned that other pressing demands such as teacher shortages have stalled tutoring programs from expanding and reaching SELA students. The *Los Angeles Times* recently reported on the delays impacting tutoring accessibility and noted that less than 10% of LAUSD students have been receiving tutoring. With a new Superintendent in place and pandemic-related demands subsiding, LAUSD is in a more stable position to roll out its tutoring strategy. However, when tutoring sessions will officially begin, which students will be served, and how South Gate families specifically can sign-up remain unclear.

In the meantime, South Gate has a unique opportunity in the near-term to make tutoring available to students who have been languishing without individualized academic support for over two years. Furthermore, implementing the South Gate tutoring pilot as soon as this summer will provide a vetted program and partnership model for LAUSD to learn from and replicate, once it is able to implement and scale tutoring services across the district, including in South Gate.

The goal of the SELA Tutoring Initiative is to create a cross-sector partnership between SELA city government leaders, tutoring providers, LAUSD, workforce development practitioners, and philanthropy to pool funds and resources to expand tutoring to SELA students. The SELA Tutoring Initiative intends to recruit all SELA cities that are served by LAUSD to participate in this regional effort.

One of the benefits of the design of the tutoring pilot program is that it will bring tutoring services to existing after-school programs eliminating the need for families to transport children to access tutoring. Woodcraft Rangers is an approved after-school program operator within LAUSD, thus partnering with them allows SCF to serve a built-in base of South Gate students.

The proposed pilot program would provide a 6-week summer program for 30 students at 1 elementary school site and a 14-week fall program for 60 students at 2 school sites in South Gate. Woodcraft Rangers has LAUSD approval to operate its after-school programs at these school sites. The tutoring pilot program would apply 1:1 or 1:2 tutor-to-student ratios and provide each student with 120 minutes of tutoring per week. Each student will complete a diagnostic assessment at the start of the program. SCF utilizes the IXL program to pinpoint students' grade-level proficiency in key English Language Arts and Mathematics standards. Tutors then create personalized action plans for each student. Throughout the program, tutors will track progress towards meeting the students' goals. And at the end of each program cycle (summer and fall) data will be tabulated to demonstrate students' progress and the overall effectiveness of the pilot program. With comprehensive K-12 curriculum, individualized guidance, and real-time analytics, SCF's model meets the unique needs of each learner. The attached pilot program shows additional details of the tutoring schedule along with the program budget.

It should be noted that providing on-site services does require an approval by LAUSD for third parties like Woodcraft Rangers and SCF. That process is intense and can take significant time to accomplish going through LAUSD's processes. Thus, using this three party structure allows for this critical pilot program to begin immediately rather than waiting for potentially several months and missing the summer and fall windows.

The proposed investment in the South Gate tutoring pilot program averages to \$69 per hour of tutoring. The average cost of a for-profit tutoring company such as Huntington Learning Center is \$350 to \$650 per month, based upon a twice-a-week recommended schedule. In most cases, private learning centers also charge fees for diagnostic assessments and for books and materials. All these services will be free of charge to families in the South Gate tutoring pilot program.

The expectation is that prior to the Spring session beginning, that SCF would present the findings of the pilot programs to see if the funding should continue and hopefully that LAUSD will have committed to financial support of this local programing.

ATTACHMENT: Proposed Agreement

**AMERICAN RESCUE PLAN ACT SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF SOUTH GATE AND SOUTHEAST COMMUNITY
FOUNDATION**

This American Rescue Plan Act Subrecipient Agreement ("Agreement"), is made and entered into effective as of May 24, 2022, by and between the City of South Gate, a municipal corporation ("City" or "GRANTEE"), and the Southeast Community Foundation ("SCF" or "SUBRECIPIENT"), a California non-profit corporation. GRANTEE and SUBRECIPIENT are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, the American Rescue Plan Act ("ARPA"), signed into law in March 2021, provides funding for a number of different programs, including the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF"), and monetary support to local governments to respond to, mitigate, and recover from the COVID-19 public health emergency;

WHEREAS, on September 28, 2021, the City Council authorized the City Manager to utilize ARPA SLFRF funding from the United States Department of Treasury for the Revive South Gate Spending Plan, which includes five spending categories: recovery from the pandemic, direct assistance programs, public health and safety, critical infrastructure, and city fiscal health;

WHEREAS, the City intends to use such ARPA SLFRF funds in the amount of **One Hundred Fifty-Eight Thousand Eight Hundred Sixteen and 37/100 Dollars (\$158,816.37)** to implement a Tutoring Initiative Pilot Program ("Program") at various Los Angeles Unified School District ("LAUSD") sites within the City of South Gate;

WHEREAS, the Program consists of providing one-on-one Math and English tutoring, for thirty (30) and ninety (90) low-income students participating in summer programs and fall-after-school programs, respectively, held at designated K-12 LAUSD school sites within the City, for a combined total of one-hundred twenty (120) students;

WHEREAS, SUBRECIPIENT represents that it will contract with Woodcraft Rangers, a California nonprofit IRS Section 501(3) tax exempt corporation, for LAUSD school site access and service coordination services;

WHEREAS, SUBRECIPIENT has retained the services of Innovate Public Schools, a California nonprofit IRS Section 501(3) tax exempt corporation, to provide fiscal related and federal reporting and documentation-related services;

WHEREAS, the \$158,816.37 of ARPA SLFRF funds will be utilized by SUBRECIPIENT to place certified, credentialed teachers as tutors at the South Gate school sites where Woodcraft Rangers runs its enrichment programming;

WHEREAS, the SUBRECIPIENT further agreed to fully comply with ARPA Funding Requirements as described below; and

WHEREAS, SUBRECIPIENT represents that it is qualified and willing to operate said Program and certifies that the administration of said Program carried out with funds provided under this Agreement will meet ARPA's objectives to respond to, mitigate, and recover from this historic COVID-19 public health crisis.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. ARPA PROGRAM PROVISIONS

A. Recitals. The above recitals are incorporated by reference as though fully set forth herein.

B. Scope of Work. SUBRECIPIENT shall be responsible for the specific tasks and services of said Program and agrees to administer said Program in compliance with the tasks and services as described in the attached **Scope of Work (Attachment "1")**. SUBRECIPIENT's failure to perform as required may, in addition to other remedies set forth in the Agreement, result in readjustment of the amount of funds for said Program or termination of the Agreement.

C. Time of Performance. The services to be provided by the SUBRECIPIENT hereunder shall commence on (June 1, 2022, and shall be completed no later than December 31, 2022. This Agreement does not reimburse any expenditure incurred by SUBRECIPIENT prior to the date of commencement and execution of this Agreement by GRANTEE. This Agreement does not reimburse any expenditure made after the completion date without written authorization to extend the contract.

D. Compensation. GRANTEE and SUBRECIPIENT agree that the funding for services provided by SUBRECIPIENT shall not exceed One Hundred Fifty-Eight Thousand Eight Hundred Sixteen and 37/100 Dollars (\$158,816.37). GRANTEE shall disburse such ARPA funds upon SUBRECIPIENT complying with the reporting and related documentation required under ARPA. SUBRECIPIENT shall be obligated to perform duties including, but not limited to, obligations with respect to indemnification, audits, reporting, data retention/reporting, and accounting. Failure to provide any of the required documentation and reporting will cause City to withhold all or a portion of a request for ARPA SLFRF Funds, or return the entire request to SUBRECIPIENT, until such documentation and reporting has been received and approved by City. The amount and rate of disbursements shall be set forth in the attached **Payment Schedule (Attachment "2")**.

1. Reduction in ARPA SLFRF Funding. The City reserves the right to reduce the amount of ARPA SLFRF Funds to SUBRECIPIENT, or to completely terminate this Agreement, in the City's sole discretion, if there is a reduction in ARPA SLFRF Funds provided to the City.

2. Reduced Distribution of Funds. The City reserves the right to reduce the grant application if the City's fiscal monitoring indicates that SUBRECIPIENT's rate of expenditure will result in unspent funds at the end of the Program term. Amendments in the grant allocation will be made after consultation with SUBRECIPIENT.

3. Reversion of Assets. SUBRECIPIENT agrees that any and all funds received under this Agreement shall be utilized during the Term of this Agreement, and that any and all funds remaining as of the end of the Term, which have not been utilized, shall be returned by SUBRECIPIENT to the City within thirty (30) days of the expiration or earlier termination of the Agreement. No expense of SUBRECIPIENT will be reimbursed by City if incurred after the end of the Term of the Agreement.

E. Grant Program Requirements.

1. SUBRECIPIENT acknowledges that the source of funding for said Program is the federal ARPA, and that payments from the ARPA SLFRF Funds are only to be used to make necessary expenditures incurred due to the public health emergency with respect to COVID-19.

2. SUBRECIPIENT acknowledges that ARPA provisions allow the use of ARPA SLFRF Funds to respond to, mitigate, and recover from the COVID-19 public health emergency, and will not use these funds for any other uses.

3. SUBRECIPIENT shall follow the process and determination of eligibility for participants in said program as outlined in **Section 1, Scope of Work**, above, of the Agreement.

F. Performance Monitoring.

1. SUBRECIPIENT shall submit Program performance information as often as requested by City, but no less than the submission of monthly reports and a final report to City with the information requested by and in the format acceptable to City. Each monthly report is due within thirty (30) days of completion of work for each month. The final report is due within thirty (30) days after the termination or expiration of this Agreement.

2. City will evaluate SUBRECIPIENT's management and operation of said Program with respect to the project expectations as described in **Section 1, Scope of Work**, above, of the Agreement.

3. City will review the audit of the SUBRECIPIENT to ensure that grant funds are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements under this Agreement, including attachments and exhibits.

4. If action to correct any substandard performance is not taken by the SUBRECIPIENT within a reasonable period after being notified by City, suspension or termination procedures may be initiated by City.

5. All performance shall be subject to review by the City or other regulatory agencies at all times. SUBRECIPIENT shall provide adequate cooperation to any inspector or other City representative to permit the same to determine SUBRECIPIENT's conformity with the terms of this Agreement. If any services performed by SUBRECIPIENT are not in conformance with the terms of this Agreement, the City shall have the right to require SUBRECIPIENT to perform the services in conformance with the terms of the Agreement at no additional cost. The City may also terminate this Agreement for default and charge SUBRECIPIENT for any costs incurred by the City because of SUBRECIPIENT's failure to perform.

6. SUBRECIPIENT shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a City representative or other regulatory official to monitor, assess, or evaluate SUBRECIPIENT's performance under this Agreement at any time, upon reasonable notice to SUBRECIPIENT.

G. Audit.

1. SUBRECIPIENT shall maintain complete and accurate records and supporting documentation to facilitate financial and/or program audits by City. This requirement shall apply to any records and documentation City shall reasonably require or as required to be maintained pursuant to the ARPA regulations.

2. The books and accounts, files, and other records of SUBRECIPIENT, which are applicable to this Agreement, shall be available for inspection, review, and audit during normal business hours by City to determine the proper application and use of all ARPA SLFRF Funds provided to or for the account or benefit of SUBRECIPIENT.

3. SUBRECIPIENT assumes responsibility for reimbursement to City a sum of money equivalent to the amount of any expenditures disallowed should the City, or an authorized agency, rule through audit, exception, or some other appropriate means, that expenditures from funds allocated to SUBRECIPIENT for direct and/or administrative costs were not made in compliance with the applicable cost principles, regulations, or the provisions of this Agreement.

4. SUBRECIPIENT agrees to comply with the requirements of OMB Uniform Guidance 2 CFR Part 200. SUBRECIPIENT further agrees to provide City with a copy of completed independent auditors' report within thirty (30) days of City's request for such report. If the report contains instances of non-compliance with federal laws and regulations that bear directly on the performance or administration of this Agreement, SUBRECIPIENT shall provide City copies of responses to auditors' reports, a plan for corrective action, and auditors' response that the noncompliance has been resolved. All reports prepared in accord with the requirements of OMB Uniform Guidance 2 CFR Part 200 shall be available for inspection by representatives of City or the federal government during normal business hours.

5. All accounting records, reports, and evidence pertaining to all costs, expenses and the ARPA SLFRF Funds of SUBRECIPIENT and all documents related to this

Agreement shall be maintained and kept available at SUBRECIPIENT'S office or place of business for the duration of the Agreement and thereafter for five (5) years from the date of final payment under this Agreement. Records which relate to: (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement; or, (b) costs and expenses of this Agreement to which City or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims, or exceptions. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of South Gate, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by City in conducting any audit at the location where said records and books of account are maintained.

H. Ownership/Use of Materials. SUBRECIPIENT agrees that all materials, reports or products in any form, including electronic, created by SUBRECIPIENT for which SUBRECIPIENT has been compensated pursuant to this Agreement shall be the sole property of the City. The material, reports, or products may be used by the City for any purpose that the City deems to be appropriate, including, but not limit to, duplication and/or distribution within the City or to third parties. SUBRECIPIENT agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the City.

I. Close-Out. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of this Agreement;

2. SUBRECIPIENT must promptly refund any balances of unobligated cash that the City paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345); and,

3. City should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

II. SUBRECIPIENT'S OBLIGATIONS

A. Representations and Warranties.

1. Authority. SUBRECIPIENT is a duly organized and existing domestic nonprofit corporation in good standing and authorized to do business under the laws of the State of California. SUBRECIPIENT has full right, power and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by SUBRECIPIENT has been fully authorized by all requisite actions on the part of SUBRECIPIENT.

2. Experience. SUBRECIPIENT is qualified to provide the administrator services for said Program detailed herein.

3. Familiarity With Services Required. By executing this Agreement, SUBRECIPIENT warrants that: (i) it has thoroughly investigated and considered the administrator services to be performed and provided for said Program as detailed in **Section 1, Scope of Work**, above, of the Agreement; (ii) it has carefully considered how the services should be performed; and, (iii) it fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

4. No Conflict in Performance. To the best of SUBRECIPIENT'S knowledge, SUBRECIPIENT'S execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which SUBRECIPIENT is a party or by which it is bound.

5. No Conflict of Interest. Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify City of any other conflict of interest that may exist or develop during the term of this Agreement. Consultant represents that no City employee or official has a material financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, Consultant shall not offer, encourage or accept any financial interest in Consultant's business or in this Agreement by any City employee or official.

6. No Bankruptcy. SUBRECIPIENT is not the subject of any current or threatened bankruptcy proceeding.

7. No Pending Legal Proceedings. SUBRECIPIENT is not the subject of a current or threatened litigation that would or may materially affect SUBRECIPIENT's performance under this Agreement.

8. Proposal Veracity. All provisions of and information provided in SUBRECIPIENT's proposal submitted to City, including any exhibits, are true and correct in all material respects.

9. No Pending Investigation. SUBRECIPIENT has no knowledge that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, which would relate to or affect performance of the Agreement or provision of services hereunder.

B. Licensing. SUBRECIPIENT agrees to obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing SUBRECIPIENT's operations hereunder. Such licensing requirements include obtaining a City business license, as applicable.

C. Zoning. SUBRECIPIENT agrees that any facility/property used in furtherance of said Program shall be specifically zoned and permitted for such use(s) and activities. Should SUBRECIPIENT fail to have the required land entitlement and/or permits, thus violating any local, state or federal rules and regulations relating thereto, SUBRECIPIENT shall immediately make good-faith efforts to gain compliance with local, state or federal rules and regulations following written notification of said violation(s) from the City or other authorized citing agency. SUBRECIPIENT shall notify City immediately of any pending violations. Failure to notify City of pending violations, or to remedy such known violation(s) shall result in termination of grant funding hereunder. SUBRECIPIENT must make all corrections required to bring the facility/property into compliance with the law within sixty (60) days of notification of the violation(s); failure to gain compliance within such time shall result in termination of grant funding hereunder.

D. Separation of Accounts. All funds received by SUBRECIPIENT from City pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to applicable 2 CFR 200.302 requirements. SUBRECIPIENT is not required to maintain separate depository accounts for ARPA SLFRF Funds; provided however, the SUBRECIPIENT must be able to account for receipt, obligation, distribution and expenditure of ARPA SLFRF Funds pursuant to applicable 2 CFR 200.302 requirements.

E. Audit Report Requirements. SUBRECIPIENT agrees that if SUBRECIPIENT expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more in federal funds, SUBRECIPIENT shall have an annual audit conducted by a certified public accountant in accordance with the standards as set forth and published by the United States Office of Management and Budget. SUBRECIPIENT shall provide City with a copy of said audit by April 1 of the year following the program year in which this Agreement is executed.

F. Compliance with Law/Program Income. SUBRECIPIENT acknowledges that the funds being provided by City for said Program are received by City pursuant to ARPA, and that distribution and expenditure of these ARPA SLFRF Funds shall be in accordance with ARPA and all pertinent regulations issued by agencies of the federal government, including, but not limited to, all regulations found at Title 24 of the Code of Federal Regulations. Any program income received by SUBRECIPIENT shall be returned to City, unless otherwise provided for in this Agreement. SUBRECIPIENT agrees to comply fully with all federal, state and local laws and court orders applicable to its operation and administration of said Program, whether or not referred to in this Agreement.

G. Debarment. To protect the public interest and ensure the integrity of Federal programs, City may only conduct business with responsible persons and may not make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension". See also 24 CFR 570.609. SUBRECIPIENT must review and sign **Exhibit B** "Debarment", which is attached hereto and incorporated herein by this reference. SUBRECIPIENT shall be in good standing, without suspension by the California Secretary of

State, Franchise Tax Board or Internal Revenue Service. Any change in the corporate status or suspension of SUBRECIPIENT shall be reported immediately to City.

H. Confidentiality. Without prejudice to any other provisions of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. However, SUBRECIPIENT shall submit to City or its representatives, all records requested, including audit, examinations, monitoring and verifications of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

I. Independent SUBRECIPIENT. SUBRECIPIENT agrees that the performance of obligations hereunder is rendered in its capacity as an independent SUBRECIPIENT and that it is in no way an agent of City.

J. Violation of Terms and Conditions. SUBRECIPIENT agrees that if SUBRECIPIENT violates any of the terms and conditions of this Agreement or any prior Agreement whereby ARPA SLFRF Funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if on audit there is a disallowance of certain expenditures, SUBRECIPIENT agrees to remedy the acts or omissions causing the disallowance and repay City all amounts spent in violation thereof. If SUBRECIPIENT engaged in fraudulent activity to obtain and/or justify distribution or expenditure of the ARPA SLFRF Funds granted hereunder, SUBRECIPIENT shall be required to reimburse the City of all such funds that were obtained, distributed and/or spent under fraudulent circumstances.

K. Fraud. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity related to said Program for the ARPA SLFRF Funds under this Agreement.

L. Prohibited Use. SUBRECIPIENT hereby certifies and agrees that it will not use ARPA SLFRF Funds provided through this Agreement to pay for entertainment, meals or gifts, or other prohibited uses.

M. Lobbying. SUBRECIPIENT certifies that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a certification to that effect in a form as set forth in **Exhibit C**, attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed certification to City prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of City to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

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 a "Disclosure Form to Report Lobbying," in accordance with its instructions (**Exhibit C**).

N. Financial Interest. SUBRECIPIENT agrees that except for the use of administrative fees to pay salaries and other related administrative or personnel costs, no persons who exercise or have exercised any function with respect to administering said Program under the terms of this Agreement, or who are in a position to participate in a decision-making process or gain inside information with regard to the administration of said Program, may obtain a financial interest or benefit from said Program, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of City, or of any designated public agency, or the SUBRECIPIENT.

O. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

P. Equal Employment Opportunities. SUBRECIPIENT shall make every effort to ensure that all projects funded wholly or in part by ARPA SLFRF Funds shall provide equal employment opportunities for minorities and women.

Q. Women and Minority-Owned Businesses (W/MBE). SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in accordance with the requirements of 2 CFR 200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms". As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

R. Drug Free Workplace. SUBRECIPIENT agrees to provide a drug-free workplace and to execute a certification as set forth in **Exhibit D** attached hereto and incorporated herein by this reference.

S. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The following requirements and standards must be complied with: 2 CFR Part 200 et al. SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.

T. Insurance. Consultant shall submit to City, certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

1. Workers Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such workers' compensation insurance for their respective employees.

2. Comprehensive general and automobile liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- b. Name and list as additional insured the City, its officers and employees.
- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to City of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

U. Indemnification. Consultant agrees to indemnify, defend and hold harmless City and/or any other City agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against City and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of City and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

V. **Compliance with Applicable Law.** Consultant and City shall comply with all applicable laws, ordinances, and codes of the Federal, State, County and City governments, without regard to conflict of law principles.

W. **Consultant's Personnel.**

1. All services required under the Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.
2. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by City.
3. Consultant shall be responsible for payment of all employees' and subcontractors' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and Social Security.
4. Consultant shall indemnify and hold harmless City and all other related entities, officers, employees and representatives from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices or of any acts of omissions by Consultant in connection with the work performed arising from this Agreement.

III. **CITY'S OBLIGATIONS**

A. **Audit of Account.** City shall include an audit of the account maintained by SUBRECIPIENT in City's audit of all ARPA SLFRF Funds in accordance with Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

B. **Common Rule.** Pursuant to 2 CFR 200.328(a), the City manages the day-to-day operations of each grant and subgrant supported activities. City staff has detailed knowledge of the grant program requirements and monitors grant and subgrant supported activities to assure compliance with federal requirements. Such monitoring covers each program, function and activity and performance goals are reviewed periodically.

C. **Project Expectations.** City shall monitor the performance of SUBRECIPIENT against goals and performance standards required herein. The SUBRECIPIENT shall be responsible to accomplish the project expectations as set forth in **Section 1, Scope of Work**, above, of the Agreement, and report such results to the City. If the SUBRECIPIENT estimates such goals will not be met, the SUBRECIPIENT is to contact the City, at which time the City will determine

if any adjustments to the grant award is appropriate. Substandard performance as determined by the City will constitute non-compliance with this Agreement. Should the City determine that the SUBRECIPIENT has not performed its obligations as stated in this contract in a satisfactory manner, or if the City determines that insufficient supporting information has been submitted, the City shall notify the SUBRECIPIENT in writing of its determination specifying in full detail the objections that it has to the SUBRECIPIENT's performance. If action to correct such substandard performance is not taken by the SUBRECIPIENT after being notified by the City, within a reasonable period of time as stipulated in the written notification, contract suspension or termination procedures will be initiated.

IV. GENERAL PROVISIONS

A. Non-Discrimination.

1. SUBRECIPIENT agrees to comply with Executive Order 11246, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this nondiscrimination clause.

2. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.

3. No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. SUBRECIPIENT is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.

4. SUBRECIPIENT agrees to comply with the Age Discrimination Act of 1975, which requires that during the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SUBRECIPIENT setting forth the provisions of this age discrimination clause.

5. SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973, which requires that no otherwise qualified individual with a disability in the United States, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any executive agency or by the United States Postal Service.

B. Conflict of Interest. Pursuant to the conflict of interest requirements set forth in 24 CFR 570.611 and 2 CFR 200.112, SUBRECIPIENT certifies that no member, officer, employee, agent or assignee of City having direct or indirect control of any ARPA SLFRF Funds granted to the City, inclusive of the subject ARPA SLFRF Funds, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement and said writing shall be attached and deemed fully incorporated as a part hereof. Notice shall be sent by SUBRECIPIENT to City regarding any changes or modifications to its board of directors and list of officers.

C. Special Certification for Religious Entities. If SUBRECIPIENT is a religious entity, SUBRECIPIENT hereby agrees that in connection with the provision of the services SUBRECIPIENT shall provide with ARPA SLFRF Funds, in accordance with 24 CFR 570.200(j):

1. SUBRECIPIENT shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.

2. SUBRECIPIENT shall not discriminate against any person applying for the services SUBRECIPIENT agrees to provide under the terms of this Agreement on the basis of religion and shall not limit such services or give preference to applicants for such services on the basis of religion.

3. SUBRECIPIENT shall NOT provide religious instruction or counseling, conduct any religious worship or services, or engage in any religious proselytizing, or exert any religious influence in the provision of the services in said Program. The parties agree that this covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of City funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of the California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

4. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols.

5. Where the services to be provided under said Program are rendered on property owned by the primarily religious entity SUBRECIPIENT, ARPA SLFRF Funds may also be used for minor repairs to such property, which are directly related to the cost of rendering the

services under said Program, where the cost constitutes in dollar terms only an incidental portion of the ARPA expenditure for rendering the services under said Program.

D. Prohibition of Nepotism. SUBRECIPIENT agrees not to hire or permit the hiring of any person to fill a position funded through this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisor or management responsibilities.

E. Termination.

1. This Agreement may be terminated on thirty (30) days' written notice by either party. In the event of such termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred to the effective date of termination.

2. This Agreement may be suspended or terminated by City upon five (5) days' written notice for violation by SUBRECIPIENT of Federal Laws governing the use of ARPA SLFRF Funds. In the event of such suspension or termination, SUBRECIPIENT shall only be entitled to reimbursement for approved expenses incurred up to the effective date of suspension or termination.

3. Pursuant to 2 CFR 200.340, in the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, City may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, City shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of: (1) any payments made for services not subsequently performed in a timely and satisfactory manner; and, (2) costs incurred by City in obtaining substitute performance.

4. The grant of funds under this Agreement may be terminated for convenience by either the City or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of portion termination, their portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

5. The grant of funds under this Agreement may be terminated due to the non-performance of SUBRECIPIENT and/or failure of SUBRECIPIENT to perform the work described in **Section 1, Scope of Services**, of the Agreement.

6. The grant of funds under this Agreement may be terminated due to the failure of the CITY to receive sufficient or anticipated funding for the ARPA Program for any term subject to this Agreement.

7. In the event this Agreement is terminated as set forth in subparagraphs E(1) through E(6), inclusive, SUBRECIPIENT agrees to immediately return to City upon City's demand and prior to any adjudication of SUBRECIPIENT's rights, any and all funds not used, and to comply with the Reversion of Assets requirements in this Agreement.

F. Limitation of Funds. The United States of America may in the future place programmatic or fiscal limitations on the use of ARPA SLFRF Funds, which limitations are not presently anticipated. Accordingly, City reserves the right to revise this Agreement in order to take account of actions affecting ARPA program funding. In the event of funding reduction, City may, in its sole and absolute discretion, reduce the budget of this Agreement, may limit the rate of SUBRECIPIENT's authority to utilize funds, or may restrict SUBRECIPIENT's use of uncommitted funds. Where City has been directed to implement a reduction in funding, with respect to funding for this Agreement, City's City Manager or delegate is authorized to act for City in implementing and effecting such a reduction and in revising, modifying, or amending the Agreement for such purposes. If such a reduction in funding occurs, SUBRECIPIENT shall be permitted to de-scope accordingly. Where City has reasonable grounds to question SUBRECIPIENT's fiscal accountability or compliance with this Agreement, City may suspend the operation of this Agreement for up to sixty (60) days upon five (5) days written notice to SUBRECIPIENT of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by City affect expenditures and legally binding commitments made by SUBRECIPIENT before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with ARPA SLFRF Funds withdrawal guidelines.

G. Federal Award Identification Information. SUBRECIPIENT's pertinent Federal Award Identification Information, including DUNS Number and Federal Award Identification Number (FAIN), as well as the applicable information for ARPA, are included in **Exhibit A** attached hereto and incorporated herein by this reference.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers hereunto duly authorized.

CITY OF SOUTH GATE:


By: _____
Al Rios, Mayor

Dated: _____

ATTEST:

By: _____
Chris Jeffers, Interim City Clerk
(SEAL)

APPROVED AS TO FORM:

By: Raul Salinas 
Raul F. Salinas, City Attorney

Southeast Community Foundation :

By: _____
Eddie D. Tafoya, Chief Executive Officer and
Executive Director

Dated: _____

EXHIBIT A

FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the SUBRECIPIENT will provide ARPA programs identified in this attachment.

I. GOVERNANCE

The SUBRECIPIENT agrees to comply, remain informed, and deliver services consistent with the provisions of ARPA.

Where local policy has not been set, the SUBRECIPIENT agrees to adhere to state and/or federal policy, as appropriate.

II. GOVERNANCE REFERENCES

A. Additional state and federal agencies that provide funding to the City may be incorporated herein.

B. Information Bulletins, Directives, and any other federal and state guidance documents pertaining to the ARPA SLFRF Funds.

C. Actions, directives, and policy and procedures issued by the City.

D. City policies, as applicable.

III. SUBRECIPIENT/SUBRECIPIENT DETERMINATION

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and SUBRECIPIENT determination) and for the purpose of this CONTRACT, SUBRECIPIENT is determined to be a SUBRECIPIENT.

IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION		
A.	SUBRECIPIENT Name:	Southeast Community Foundation
B.	SUBRECIPIENT'S Unique Identifier (D-U-N-S):	SCF Federal tax ID # 47-5277176
C.	Federal Award Identification Number (FAIN):	
D.	Federal Award Date:	
E.	Subaward Period of Performance:	
F.	Total Amount of Federal Funds Obligated by the Action:	\$158,816.37
G.	Total Amount of Federal Funds Obligated to the SUBRECIPIENT:	\$158,816.37
H.	Total Amount of the Federal Award:	\$158,816.37
I.	Federal Award Project Description:	ARPA
J.	Federal Awarding Agency:	U.S. Department of the Treasury
K.	Name of PTE:	
L.	Contact Information for the Awarding Official:	Chris Jeffers, Interim City Manager
	Phone Number:	
	E-mail Address:	cjeffers@sogate.org
M.	CFDA Number:	
	CFDA Name:	ARPA
N.	Whether Award is R&D:	
O.	Indirect Cost Rate for the Federal Award:	

EXHIBIT B
DEBARMENT

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION
- Attached)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, 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.

Southeast Community Foundation
Eddie D. Tafoya, CEO and Executive Director
(Name and Title of Authorized Representative)

Eddie D. Tafoya
(Signature)
Dated: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, 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 of Labor (DOL) 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 proposal is submitted 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 Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
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 DOL.
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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

LOBBYING

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 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 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 subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 than \$10,000 and not more than \$100,000 for each such failure.

Southeast Community Foundation
(GRANTEE/Contactor Organization)

ARPA Coronavirus SLFRF
Program Title

Eddie D. Tafoya, CEO and Executive Director

Name of Certifying Officer

Signature

Date

SUBRECIPIENT warrants the following:

1. SUBRECIPIENT will comply with Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U. S. C. section 2000 et seq.) and implementing regulation in 24 CFR Part 1.
2. No person in the United States shall on the ground of race, color, religion, national origin, or sex, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to the ACT.
3. All laborers and mechanics, employed by SUBRECIPIENTs or sub-SUBRECIPIENTs in the performance of construction work financed in whole or in part with community development funds shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined in accordance with the Davis-Bacon Act, as amended, 40 U. S. C. Sections 276 a 1-5, except for individuals who perform services for which they volunteered; do not receive compensation for such services; or are paid expenses, reasonable benefits, or a nominal fee for such services; and are not otherwise employed at any time in construction work.
4. SUBRECIPIENT will comply with all Federal statutes applicable to projects funded with community development funds, except that (a) SUBRECIPIENT does not assume City's environmental responsibilities described at 24 CFR 570.604; and (b) SUBRECIPIENT does not assume City's responsibility for initiating the review process under Executive Order 12372.

EXHIBIT D

DRUG-FREE WORKPLACE

Certification Regarding Drug-Free Workplace Requirements

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the SUBRECIPIENT knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The SUBRECIPIENT certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBRECIPIENT's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about –
 - (1) The dangers of drug abuse in the workplace;
 - (2) The SUBRECIPIENT's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph -(a) that, as a condition of employment under the contract, the employee will –
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the U.S. Department of Housing and Urban Development within

ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The SUBRECIPIENT shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the SUBRECIPIENT further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

Southeast Community Foundation
Organization

Eddie D. Tafoya
Authorized Signature

Dated

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE
WORKPLACE REQUIREMENTS**

Name: Southeast Community Foundation

Dated: _____

The SUBRECIPIENT shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

LAUSD: Madison Elementary School (Summer Program Only)
9820 Madison Avenue, South Gate CA 90280

LAUSD: Other Elementary School sites within the City of South Gate (Fall Program)

SCOPE OF WORK

SOUTH GATE TUTORING PROGRAM

A. BACKGROUND

The pandemic has exacerbated existing inequities in American education, widening racial and economic gaps in learning. Many cities, counties, and school systems are struggling to use one-time, large-scale federal funding to address urgent needs and accelerate student learning, especially for low-income students and students of color. In response to these challenges, a group of organizations have come together throughout Southeast Los Angeles to create a shovel ready project focused on addressing learning loss and the social emotional needs created by the pandemic.

SELA is a historically underserved region with persistent inequities. The region is home to more than 60,000 students in 89 public district and charter schools. The majority of students are low-income and Latino. More than a quarter (26%) are English learners.¹ Many structural barriers exist, making it difficult for LAUSD to effectively serve students and families in the region. Before the pandemic, very few students were on grade level in English and math.² The pandemic exacerbated the challenges families in SELA faced. Seven of every ten residents of SELA lost their jobs or had their wages cut during the pandemic.³ According to a survey conducted by AltaMed, nearly 9 in 10 SELA respondents reported that their family experienced one or more COVID-related impacts, including change in income, job loss, family death, and/or family hospitalization.⁴ Nearly half of SELA residents expressed concern about their child's quality of education during the pandemic. But this is not the only story about SELA. It is a vibrant community of families, businesses, community organizations, and civic leaders that are working together every day to create the safe, healthy, abundant life experienced by those living there, despite great challenges. This tutoring initiative is one of those examples, and an opportunity to continue to prove what is possible here.

B. PURPOSE

The purpose of this tutoring initiative is to provide free, high quality tutoring to 120 students on South Gate school sites where [Woodcraft Rangers](#) runs its enrichment programming. [Southeast Community Foundation](#) (SCF) is the primary tutoring provider, and will be offering these services in partnership with Woodcraft Rangers (as the site host) and Innovate Public Schools (offering back-end administrative support and managing the collaborative project).

C. DESCRIPTION OF SERVICES

Our high-impact academic enrichment tutoring program focuses on English literacy and math programs, providing each student with an individual assessment of their education level, an academic plan and a

¹ California Department of Education, Student enrollment files, 2018-19.

² Innovate Public Schools (2018). [Spotlight on Southeast Los Angeles](#).

³ SELA Collaborative and California State Los Angeles Pat Brown Institute for Public Affairs (2020). [The Crisis of COVID-19 and Southeast Los Angeles: A Survey Report](#).

⁴ AltaMed (January 2021). [COVID-19 Impact on Education for SELA Families Survey](#).

one-to-one to a maximum of three-on-one tutorial program to bring the students skills in line academically to grade level, meeting California Core Standards. It is the first fully integrated approach in our region that improves a school's curriculum and instruction while it provides the right students with the right support at the right time. Our tutoring program utilizes tutors that are credentialed teachers who work closely with the child's teachers and family. Our tutors must have a valid California teaching credential, must pass a background check, get a TB test, and each receive thorough training for the program and compliance.

Research shows that high-impact tutoring is capable of doubling or even tripling what students learn in a year. Our tutoring programs have directly demonstrated significant gains in student learning through our tracking of student data and have characteristics that have proven to accelerate student learning. Characteristics often include: substantial time each week of required tutoring, sustained and strong relationships between students and their trained tutors, close monitoring of student knowledge and skills, alignment with school curriculum, and support to tutors to assure quality interactions.

The program has a proven history of success, is fun and engaging, and challenges children to assume personal ownership of their education, bringing their core skills; English and Math, to a competitive level. Our program has a 95% success rate with an average 48% growth rate of our students (General Education and English Language Learners) reaching proficient levels.

D. DELIVERABLES AND TIMELINE FOR SERVICES

Over 20 weeks, 2,880 hours of free, high dosage, one on one or small group tutoring will be provided to 120 students in LAUSD schools in the City of South Gate.

FEATURES OF SOUTH GATE'S TUTORING PROJECT

1. 20 weeks of tutoring, over two sessions:
 - a. Summer 2022: 6 weeks of tutoring for 30 students at 1 school site
 - b. Fall 2022: 14 weeks of tutoring for up to 90 students at 3 school sites (30 students per site)
2. Assign 1-5 tutors, per site, to tutor students in-person
3. Tutor to student ratios will be 1:1, up to 1:3
4. Each participating student receives 120 minutes of tutoring per week (see sample schedule below for potential breakdown)

KEY FEATURES OF SCF'S TUTORING PROGRAM MODEL THAT WILL BE INCORPORATED:

1. Tutors are certified, credentialed teachers
2. Students complete a pre and post diagnostic assessment in English and Mathematics
3. Tutors use results of diagnostic assessment to set academic goals and design lesson plans for tutoring sessions
4. Tutoring sessions are frequent (2-4 times per week) and consistent (student has the same tutor)
5. Grades served: Kindergarten through 12th grade, but this program will be focused on grades K-6 for the summer session, and may include middle and high school students for the Fall session.

SCHEDULE FOR TUTORS

Monday	Tuesday	Wednesday	Thursday	Friday
Lesson Planning 2:30 - 3:30	Lesson Planning 2:30 - 3:30	Lesson Planning 2:30 - 3:30	Lesson Planning 2:30 - 3:30	Debrief w/ supervisor TBD - 1 hour
Tutoring Group 1 3:30 - 4:30	Tutoring Group 3 3:30 - 4:30	Tutoring Group 1 3:30 - 4:30	Tutoring Group 3 3:30 - 4:30	
Transition Time	Transition Time	Transition Time	Transition Time	
Tutoring Group 2 4:45 - 5:45	Tutoring Group 4 4:45 - 5:45	Tutoring Group 2 4:45 - 5:45	Tutoring Group 4 4:45 - 5:45	
Documentation 5:45 - 6:00	Documentation 5:45 - 6:00	Documentation 5:45 - 6:00	Documentation 5:45 - 6:00	

TIMELINE FOR PROGRAM AND SERVICES

	May	Jun	July	Aug	Sep	Oct	Nov	Dec
Recruitment								
Training		1 week 6/17-24						
Summer Session			6 weeks 6/13 - 7/22					
Evaluation Documentatio								
Recruitment								
Fall Session						14 weeks 9/12 - 12/16		
Evaluation Documentatio								

E. CONDITIONS OF WORK AND PLACE OF PERFORMANCE

All tutoring sessions will be in person and on site at LAUSD schools. During the Summer 2022 session, SCF will provide tutoring services as part of the Woodcraft Rangers Summer Enrichment Program at Madison Elementary School. For the Fall 2022 session, tutoring sessions will be in person and on site at 3 LAUSD Woodcraft Ranger after school program sites, but the specific sites have not yet been determined.

Students will be selected on a first come, first served basis and will be required to commit to the services for the entire 6 weeks in Summer session and 12 weeks in Fall session. Sessions will be mostly one on one, with an opportunity for some small group sessions (up to 3 students per tutor) based on student needs and assessments.

SCF will be the contracted partner with the City of South Gate, and fully responsible for meeting the terms and conditions of the agreement with the City. SCF will enter into subcontracts with the other partners for specific areas of support for this project.

G. ANTICIPATED COSTS

Grand Total 1 Site Summer + 2 Sites Fall			\$158,816.37
Equipment (start-up cost)	Rate	Quantity	
Laptops for tutors	\$150	10	\$1,500.00
Laptops for students	\$150	30	\$4,500.00
Hot spots	\$200.00	2	\$400.00
Subtotal All Costs Summer + Fall			
Liability Insurance (start-up cost)			
Liability \$60/student	\$60	60	\$3,600.00
	Start-Up Cost Subtotal		\$10,000.00
SELA Tutoring Initiative Staff - Summer 2022			
Vacant during the summer			\$0.00
Compensation for Tutors - Summer 2022	Rate	Tutors	
Onboarding & End-of-Summer Evaluation efforts @\$25.00/hour x 3 hours/day x 10 days	\$750.00	5	\$3,750.00
Tutoring & Planning @\$25.00/hour x 15 hours/week x 6 weeks	\$2,250.00	5	\$11,250.00
Subtotal Compensation for Tutors			\$15,000.00
Supervision of Tutors & Administrative Costs for Tutoring Organization - Summer 2022	Rate	Quantity	
Project Director (.13 FTE) allocated to pilot program – Base Salary \$3,750 x 2 months x .13 = \$975 + fringe benefits (30% of salary) = \$1,267.50 (One Project Director to oversee pilot project and overall day-to-day operations, staff and tutors, and overall efficiency of program)	\$633.75	2	\$1,267.50
Program Manager (.13 FTE) day-to-day operations – Base Salary \$2,750 x 2 months x .13 = \$715 + fringe benefits (30% of salary) = \$929.50 (One Project Manager to train/oversee all tutors, curriculum, pilot standards and operations - reports to Project Director)	\$464.75	2	\$929.50

Administrative Support Specialists @\$17.00/hour x 15 hours/week x 12 weeks = \$3,060 + fringe benefits (30% of salary) = \$4,641 (One Administrative Support Specialist to assist with all one-site administrative tasks and duties)	\$331.50	12	\$4,641.00
		Subtotal	\$6,838.00
Onboarding (Background Check, TB Testing, First Aid/CPR, Mandated Reporting) - Summer '22	Rate	Quantity	
Live Scan	\$79.00	5	\$474.00
TB Testing – 5 tutors x 1 site x \$40.00 = \$200	\$40.00	5	\$240.00
First Aid/CPR – 5 tutors x 1 site x \$65.00 = \$325	\$65.00	5	\$390.00
Trainer fee (Child Abuse Mandated Reporting, iExcel software training, documentation protocols for tutoring program) \$300/site x 1 site = \$300	\$300.00	1	\$300.00
		Subtotal	\$1,404.00
Software - Summer 2022			
Curriculum & Software/License for Tutors/Students \$600/per 25 students	\$600.00	2	\$1,200.00
Supplies & Printing - Summer 2022	Rate	Quantity	
Printing	\$0.50	1,500	\$1,000.00
Educational supplies - \$200/month	\$250	2	\$500.00
General office supplies - \$200/month	\$200	2	\$400.00
Snacks/Juices/Water for Students - \$200/month	\$200	2	\$400.00
		Subtotal	\$2,300.00
Marketing - Summer 2022			
Social media: 5 ads x \$50/ea	\$50	5	\$250.00
Newspaper: 5 ads x \$400/ea	\$400	5	\$2,000.00
		Subtotal	\$2,250.00
Summer 2022 (1 Site) Total			\$28,992.00
SELA Tutoring Initiative Staff - Fall 2022	Rate	Quantity	
Manager (15% of Manager's workload over 20 weeks) \$75K salary per year + 25% for benefits	\$270.43	20	\$5,408.65

Compensation for Tutors - Fall 2022	Rate	Tutors	
Onboarding & End-of-Semester Evaluation efforts @\$25.00/hour x 3 hours/day x 10 days	\$750.00	15	\$7,500.00
Tutoring & Planning @\$25.00/hour x 15 hours/week x 14 weeks	\$5,250.00	15	\$52,500.00
		Subtotal	\$60,000.00
Supervision of Tutors & Administrative Costs for Tutoring Organization - Fall 2022	Rate	Quantity	
Project Director (.25 FTE) allocated to pilot program – Base Salary \$3,750 x 4 months x .25 = \$3,750 + fringe benefits (30% of salary) = \$4,875 (One Project Director to oversee pilot project and overall day-to-day operations, staff and tutors, and overall efficiency of program)	\$1,218.75	4	\$4,875.00
Program Manager (.25 FTE) day-to-day operations – Base Salary \$2,750 x 4 months x .25 = \$2,750 + fringe benefits (30% of salary) = \$3,575 (One Project Manager to train/oversee all tutors, curriculum, pilot standards and operations - reports to Project Director)	\$893.75	4	\$3,575.00
Administrative Support Specialists Site 1 @\$17.00/hour x 15 hours/week x 18 weeks x 1 site = \$4,590 + fringe benefits (30% of salary) = \$5,967 (One Administrative Support Specialist to assist with all administrative tasks and duties)	\$331.50	18	\$5,967.00
Administrative Support Specialists Site 2 @\$17.00/hour x 15 hours/week x 18 weeks x 1 site = \$4,335 + fringe benefits (30% of salary) = \$5,635 (One Administrative Support Specialist to assist with all administrative tasks and duties)	\$331.50	18	\$5,967.00
Woodcraft Rangers Administrative Fee			\$17,000
		Subtotal	\$37,384.00
Onboarding (Background Check, TB Testing, First Aid/CPR, Mandated Reporting) - Fall '22	Rate	Quantity	
Live Scan	\$79.00	10	\$948.00
TB Testing – 5 tutors x 1 site x \$40.00 = \$200	\$40.00	10	\$480.00
First Aid/CPR – 5 tutors x 1 site x \$65.00 = \$325	\$65.00	10	\$780.00
Training for Tutors - for onboarding, software training, Child Abuse Clearances training/reporting. \$300/site x 1 site = \$300	\$300.00	2	\$600.00

		Subtotal	\$2,808.00
Software - Fall 2022			
Curriculum & Software/License for Tutors/Students \$600/per 25 students (60 students)	\$600.00	3	\$1,800.00
Supplies & Printing - Fall 2022	Rate	Quantity	
Printing	\$0.50	3,500	\$2,000.00
Educational supplies - \$200/month	\$250	4	\$1,000.00
General office supplies - \$200/month	\$200	4	\$800.00
Snacks/Juices/Water for Students - \$200/month	\$200	4	\$800.00
		Subtotal	\$4,600.00
Marketing - Fall 2022			
Social media: 5 ads x \$50/ea	\$50	5	\$250.00
Newspaper: 5 ads x \$400/ea	\$400	5	\$2,000.00
		Subtotal	\$2,250.00
	Fall 2022 (2 Sites) Total		\$115,198.65
Fiscal Sponsor Fee			
		Subtotal	
Fee is 3% of all costs		All Costs Summer + Fall	\$154,190.65
		3% rate	\$4,625.72
	Fiscal Sponsor Fee subtotal		\$4,625.72
Summer + Fall Grand Total			\$158,816.37

ATTACHMENT 2 - FUNDING SCHEDULE

1. First payment of \$15,000 will be provided within 10 days of the approved agreement signed by all parties.
2. SCF will submit monthly invoices with documentation of expenses and data collected to date, as required in the agreement
3. Final payment of \$20,000 would be withheld until SCF has submitted all required documentation, as required by the agreement.