

# TRANSMITTAL

To:

**THE COUNCIL**

Date: 05/04/2016

From:

**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**



(Ana Guerrero)

**ERIC GARCETTI**  
Mayor



Eric Garcetti, Mayor  
Rushmore D. Cervantes, General Manager

Housing Development Bureau  
1200 West 7th Street, 8th Floor, Los Angeles, CA 90017  
tel 213.808.8638 | fax 213.808.8610  
hcidla.lacity.org

April 26, 2016

Contract File: C.F. #10-0398  
Council District: Citywide  
Contact Person: Robert Manford / 213-922-9666  
Edwin Gipson / 213-808-8597  
Helmi Hisserich / 213-808-8662

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

Attention: Mandy Morales, Legislative Coordinator

**COUNCIL TRANSMITTAL: LOS ANGELES HOUSING AND COMMUNITY INVESTMENT DEPARTMENT (HCIDLA) REQUEST FOR AUTHORIZATION TO AMEND THE INTERAGENCY AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA) FOR REVIEW OF ENVIRONMENTAL DOCUMENTS**

**SUMMARY**

On April 11, 2014, the Mayor and City Council authorized the General Manager of HCIDLA or designee, to negotiate and execute an amended inter-agency agreement between the Housing Authority of the City of Los Angeles (HACLA) and HCIDLA, for provision of professional environmental services for HACLA by HCIDLA's Environmental and Land Use Services Unit, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

The HCIDLA General Manager requests authority to negotiate and execute a new inter agency agreement to amend the scope of services and to extend the timeline for the agreement.

**RECOMMENDATIONS**

The General Manager of the Los Angeles Housing and Community Investment Department (HCIDLA) respectfully requests that:

1. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to City Council for review and approval immediately thereafter;

2. The City Council, subject to the approval of the Mayor, authorize the HCIDLA General Manager or designee to:
  - A. Negotiate and execute an amended inter-agency agreement between the Housing Authority of the City of Los Angeles (HACLA) and HCIDLA, for provision of professional environmental services for HACLA by HCIDLA's Environmental and Land Use Services Unit, pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and other relevant federal, state, and local land use and environmental laws and regulations.

### **BACKGROUND**

HCIDLA has an existing agreement with the Housing Authority of the City of Los Angeles (HACLA) for provision of environmental review, clearance and certification of HACLA projects by HCIDLA's Environmental and Land Use Services Unit. These professional services are provided pursuant to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and other relevant federal, state, and local land use and environmental laws and regulations. The most recent agreement expired on June 30, 2015. HCIDLA is requesting the authority to negotiate and execute an amended inter-agency agreement to renew the contract for an additional year, and also expand the scope of services to address environmental clearance issues for complex projects such as Jordan Downs Redevelopment Project, Dana Strand Housing Project and other scope of services previously unanticipated.

### **FISCAL IMPACT STATEMENT**

There is no fiscal impact to the General Fund.

Prepared by:

Reviewed by:



ROBERT MANFORD  
Environmental Affairs Officer



EDWIN GIPSON  
Director of Housing

Reviewed by:

Reviewed by:



HELMI HISSERICH  
Assistant General Manager



LAURA K. GUGLIELMO  
Executive Officer

Approved by:



RUSHMORE D. CERVANTES  
General Manager

RDC:LKG:HH:EG:RM

Attachment

SECOND AMENDMENT  
TO AGREEMENT NUMBER C-124075 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

THIS SECOND AMENDMENT to the Inter-Agency Agreement Number C-124075 of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles (“City”) and The Housing Authority of the City of Los Angeles, a public body, corporate and politic (HACLA).

RECITALS

WHEREAS, the City and HACLA have entered into an Agreement wherein Los Angeles Housing and Community Investment Department (HCIDLA) shall provide certain services. The said Agreement was effective June 17, 2014, which shall hereinafter be referred to as the Agreement; and

WHEREAS, the Agreement contemplates that modifications and closeout activities may be required after the time set forth in Section 201 of the Agreement; and

WHEREAS Section 407, “Complete Agreement Severability,” of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and HACLA are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number #10-0398/12-0520-S2, dated April 11, 2014) and Section 14.8 of the Los Angeles Administrative Code which authorizes the General Manager of HCIDLA to prepare and execute an amendment to the Agreement for the purpose of:

- (a) adding an additional twelve (12) months and fourteen (14) days for a new ending date of June 30, 2017;
- (b) adding additional services to be performed;
- (c) adding additional compensation and method of payment;
- (d) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and Contractor agree that the Agreement be amended effective June 16, 2016, as follows:

## AMENDMENT

- §1. Amend Section 201 of the Agreement, entitled "Time of Performance," by deleting and replacing with the following: "The term of this Agreement shall be from June 17, 2016 to June 30, 2017."
- §2. Amend Section 202 of the Agreement, entitled "Services to be Performed" Part C by deleting and replacing the following:
- C. Unless otherwise specified, HCIDLA Services shall be defined as and limited to environmental documentation necessary for clearance of a Project pursuant to a Categorical Exemption under CEQA and/or a Categorical Exclusion under NEPA. In no event shall HCIDLA Services be deemed to include the preparation or completion of any "special studies" (Phase I reports, lead base paint and asbestos surveys and Section 106 review) or any related environmental documentation thereto that may be required for clearance of such Project under CEQA or NEPA above and beyond a Categorical Exemption and/or a Categorical Exclusion. Upon receipt by HCIDLA of a Request for Documentation, HCIDLA shall notify HACLA of whether such Project requires "special studies" for CEQA or NEPA clearance, and HACLA shall remain solely responsible for providing and paying for any such "special studies" as may be required for CEQA and NEPA clearance.
    - a. For services different from those specified under Section 202 (C), above, HCIDLA services shall include guidance and oversight for preparation of Environmental Assessments (EAs), Environmental Impact Statements (EISs), Negative Declarations (MNDs), Environmental Impact Reports (EIRs) and review of these and related documents pursuant to the requirements of CEQA, NEPA and the regulations of federal funding agencies (e.g. HUD, EPA, etc.) and other regulatory agencies as required for environmental clearance.
- §3. Amend Section 301 of the Agreement, entitled "Compensation and Method of Payment" Part A by deleting and replacing the following:
- A. For each Project HCIDLA completes the HCIDLA Services, HACLA shall pay to HCIDLA as compensation, the sum of Fifteen Hundred Dollars (\$1,500.00) (the "Compensation") per Project. The parties agree that the maximum cumulative compensation amount for all Projects under this Agreement shall be no more than Ninety Thousand Dollars (\$90,000.00).
    - a. For the services specified under Section C (a) above, services shall be billed on a time and materials basis for each project, which shall not exceed Five Thousand Dollars per project, and subject to the maximum cumulative compensation stipulated under this section.
- §4. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §5. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Executed this \_\_\_\_\_ day of

\_\_\_\_\_, 2016

By: \_\_\_\_\_

Deputy City Attorney

For: THE CITY LOS ANGELES

Date: \_\_\_\_\_, 2016

Counsel to the City of Los Angeles

By: \_\_\_\_\_

RUSHMORE D. CERVANTES  
General Manager  
Housing + Community Investment  
Department

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Executed this \_\_\_\_\_ day of

\_\_\_\_\_, 2016

By: \_\_\_\_\_

Deputy City Attorney

For: THE HOUSING AUTHORITY OF  
THE CITY OF LOS ANGELES

Date: \_\_\_\_\_, 2016

General Counsel for the  
Housing Authority of the City of Los Angeles

By: \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

Council File/CAO File Number: \_\_\_\_\_ Date of Approval: \_\_\_\_\_

The Agreement is Number C-124075 of City Contracts, Amendment No. 2