

TRANSMITTAL

To:

THE COUNCIL

Date: 8/3/2018

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



ERIC GARCEITI
Mayor

(Ana Guerrero) for



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



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

August 1, 2018

Council File: New
Council Districts: Citywide
Contact Persons: Robert K. Manford (213) 808-8650
Edwin C. Gipson (213) 808-8597
Sean L. Spear (213) 808-8901

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

Attention: Mandy Morales, Legislative Coordinator

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING + COMMUNITY INVESTMENT DEPARTMENT (HCIDLA) REQUEST FOR AUTHORITY TO NEGOTIATE AND EXECUTE A NEW INTERAGENCY AGREEMENT WITH THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES (HACLA) FOR PROVISION OF PROFESSIONAL ENVIRONMENTAL SERVICES

SUMMARY:

The General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, HCIDLA seeks approval, and requests authority to enter into an inter-agency agreement with the Housing Authority of the City of Los Angeles (HACLA) for the preparation and processing for approval of environmental documentation under the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA) and other relevant federal, state and local environmental laws and regulations.

RECOMMENDATIONS

That the Mayor and Council:

- I. AUTHORIZE the General Manager of HCIDLA, or designee, to negotiate and execute an inter-agency agreement between HCIDLA and HACLA for HCIDLA to provide professional environmental services for HACLA pursuant to the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other relevant federal, state, and local land use and environmental laws and regulations, for a two-year term retroactive to July

- 1, 2017 through June 30, 2019, for an amount not to exceed \$150,000 per year, subject to the approval of the City Attorney as to form;
- II. DIRECT HCIDLA to conduct a fee analysis of the fully burdened cost to provide professional environmental services required under CEQA, NEPA and other relevant federal, state, and local land use and environmental laws and regulations prior to entering into any future agreements for such services.

BACKGROUND

HCIDLA has had an agreement with the Housing Authority of the City of Los Angeles (HACLA) for provision of environmental review, clearance and certification for HACLA projects that are funded through U.S. Department of Housing and Urban Development (HUD) programs. 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 authorized under Council File C.F. 10-0398 expired on June 30, 2017 (C-124075). Prior to its expiration, HCIDLA and HACLA were in the process of discussing the possibility of HACLA acting as the initiator and a transfer of roles and responsibilities for the contract administration from HCIDLA to HACLA. However, City Attorney advised that the agreement will still require City Council authorization, regardless of which agency initiates or administers the contract. Therefore HCIDLA and HACLA have decided to maintain the existing arrangement, and now HCIDLA is requesting authority to negotiate and execute a new inter-agency agreement to continue providing HACLA with HUD mandated environmental services, in addition to the requirement to prepare environmental clearance documentation as part of the City's collaborative efforts to combat homelessness.

Currently, there are unprecedented numbers of homeless people living on the streets of the city of Los Angeles. Developing supportive housing (SH) units requires funding for three key components of the collaborative effort: capital, supportive services, and rental assistance. In December 2017, the City of Los Angeles (City), the County of Los Angeles (County) and HACLA executed a new memorandum of agreement C-130564 (MOU), in which they guaranteed that for every SH unit the City finances through HCIDLA, HACLA will commit an operating subsidy in the form of a rental voucher and the County will commit supportive services. The services would include, but not be limited to, intensive case management services and linkages to health, mental health, and substance abuse disorder services to support up to 1,000 units per year over a ten-year period.

Under HACLA's Section 8 Housing Program, up to 1,000 vouchers will go toward helping to house homeless persons and families as part of the implementation of Proposition HHH Supportive Housing Loan Program (Prop HHH) in 2018. Under HUD regulations, HACLA must secure an environmental clearance prior to executing a project-based Section 8 Housing Program contract for a project. Without the required environmental analyses and documentation in compliance with NEPA and HUD's environmental guidelines, funding from HUD and other federal agencies cannot be utilized for this effort. Pursuant to 24 CFR Part 58, HCIDLA is the HUD-designated local government entity serving as the Environmental Certifying Officer on behalf of HUD, and is obligated to perform such environmental review services for HACLA.

The term of the Agreement will be retroactive to July 1, 2017 and end on June 30, 2019 (two years total) under the original terms and conditions. Based on HCIDLA's direct labor costs for services provided to HACLA under the previous contract over the past year, HACLA is expected to compensate HCIDLA for services rendered in an amount up to \$150,000 annually, for a total not to exceed \$300,000 during the period of validity of this Agreement. HACLA will reimburse HCIDLA for related expenses through payment of invoices issued by HCIDLA on a monthly basis. The services provided by HCIDLA under this Agreement will be funded by HACLA's proceeds from HUD. Execution of this agreement will expedite the environmental review and approval of HACLA's Comprehensive Grant funded and related projects subject to the requirements of NEPA.

Prior to entering into any future agreements for provision of professional services 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, HCIDLA will conduct a fee analysis of the fully burdened cost for such services to implement appropriate compensation to offset HCIDLA's actual expense.

Table 1: Proposed Fees for Preparation of NEPA/CEQA Environmental Documents

Level of Review	Cost	Cost Basis	Number	Total
NEPA Categorical Exclusion ST/CEQA Exemption	\$1,500	Per Project	22	\$33,000
NEPA Categorical Exclusion NST/CEQA Exemption	\$1,500	Per Project	23	\$34,500
NEPA Environmental Assessment-FONSI/CEQA IS-ND	\$10,500	Per Project	4	\$42,000
NEPA Environmental Impact Statement (EIS)	\$20,000	Per Project	2	\$40,000
Total Per Year			51	\$149,500

FISCAL IMPACT STATEMENT

There is no fiscal impact to the General Fund as this agreement is funded with HACLA's federal grant funds. HCIDLA environmental staff assigned to HACLA projects are paid by Community Development Block Grant (CDBG) funds. Payments received from HACLA under this contract will continue to be deposited into Fund 424 CDBG as an applicable credit to offset direct labor cost associated with HACLA projects.

Prepared by:



ROBERT K. MANFORD
Environmental Affairs Officer

Reviewed by:



EDWIN C. GIRSON, II
Director of Finance and Development

Reviewed by:



SEAN L. SPEAR
Assistant General Manager

Reviewed by:



LAURA K. GUGLIELMO
Executive Officer

Approved by:



RUSHMORE D. CERVANTES
General Manager

Attachments:

Attachment A – Draft Agreement

Attachment B – City/County/HACLA MOU – C-130564 as of December 1, 2017

Attachment C – Expired Agreement – C-124075 as of June 30, 2017

Attachment A

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES

THIS INTER-AGENCY AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles ("City") acting by and through its Housing and Community Investment Department ("HCID"), and the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("HACLA").

WITNESSETH

WHEREAS, HACLA has a need for certain environmental documentation under federal, state and local laws in connection with certain construction projects which HACLA undertakes;

WHEREAS, HCID is experienced in preparing environmental documentation under federal, state and local laws for construction projects similar to those undertaken by HACLA;

WHEREAS, HACLA desires to hire HCID to prepare for HACLA certain environmental documentation under federal, state and local laws in connection with certain construction projects which HACLA undertakes, and HCID desires to provide such services to the Agency; and

WHEREAS, HACLA has agreed to pay and HCID has agreed to accept an amount not to exceed a maximum cumulative compensation amount for all Projects under this Agreement of no more than _____ Dollars (\$_____).

WHEREAS, on or about _____, the Los Angeles City Council authorized HCID to enter into an agreement with HACLA for HCID to provide environmental documentation services to HACLA as contemplated by this Agreement (Council File No. _____);

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

I. INTRODUCTION

§ 101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. HACLA, known as the Housing Authority of the City of Los Angeles, a public body, corporate and politic, having its principal office at 2600 Wilshire Boulevard, Los Angeles, California 90057.

§ 102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this

Agreement and to whom formal notices, demands and communications shall be given are as follows:

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

Mr. Rushmore D. Cervantes, General Manager
Housing and Community Investment Department
1200 West Seventh Street, Ninth Floor
Los Angeles, CA 90012

With copies at the same address to:
Ms. Shelly Lo
Environmental Specialist

2. The representative of HACLA shall be:

Douglas Guthrie, President and CEO
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, CA 90057

With copies at the same address to:
Vath Kim
Capital Fund Administrator, Grant Management

- B. Formal notices, demands and communications to be given by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of the person is changed, written notice shall be given, in accord with this section, within five working days of the change.

§103. Relationship of Parties

The relationship between HCID and the City, on the one hand, and HAC LA, on the other hand, under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship other than as set forth herein. The parties hereto agree that the performance of HCID's services hereunder shall be in the capacity of an independent contractor and that no employee of HCID and the City, on the one hand, and HACLA, on the other, has been, are, or shall be the employee of the other by virtue of this Agreement. None of the parties to this Agreement shall have the authority to act as an agent of the other or to bind the other to any obligation with regards to this Agreement.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon that date of execution of this

Agreement by HACLA and the City as stated on the execution page hereof and terminate one year thereafter with two one-year extensions.

§202. Services to be Performed

- A. For each Project for which HACLA desires HCID to prepare environmental documentation necessary for NEPA and CEQA clearance, HACLA shall provide to HCID a written request for documentation ("Request for Documentation") which shall include, but not be limited to, the following: (i) the name of the Project, (ii) a purchase order ("P.O.") number, (iii) a complete description of the Project (including maps and photographs of such Project site and all related ancillary documents), (iv) a completed environmental checklist in the form previously provided by HCID to HACLA, which is attached hereto as Exhibit A and (v) the type of environmental documentation requested. Along with such Request for Documentation for a Project, HACLA shall arrange for any site visits/field reviews of such Project as may be required by HCID.
- B. Upon receipt of the Request for Documentation and upon completion of any necessary site visits/field reviews for such Project by HCID, HCID shall prepare for and deliver to HACLA the appropriate environmental documentation necessary for approval and clearance of such Project under NEPA and CEQA, which shall include the preparation of NEPA and CEQA clearance letters (the "HCID Services"). Notwithstanding any provision to the contrary in this Agreement, HACLA hereby authorizes HCID to act for HACLA in all matters as may be necessary to complete the HCID Services. HCID shall, in its sole discretion, have the right to reject any Project and not provide HCID Services for such Project. If HCID fails to respond to a Request for Documentation for a Project within ten (10) working days from receipt of such Request for Documentation, the Project shall be deemed so rejected by HCID.
- C. Unless otherwise specified, HCID 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 HCID 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 HCID of a Request for Documentation, HCID 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.
 - 1. For services different from those specified under Section 202.C. above, HCID Services shall include guidance and oversight for preparation of Environmental Assessments (EAs), Environmental Impact Statements (EISs), Mitigated 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.
- D. For each Project, HCID shall complete the HCID Services within fifteen (15) business days from receipt of a complete Request for Documentation for such Project and, if applicable,

the receipt of any necessary "Special Studies" completed for such Project (the "Completion Time"). The Completion Time shall be extended by any additional time necessary for (i) any other agency or entity to approve, gather, process and transmit any information requested by the HCID, (ii) the filing and posting, if requested by HACLA, of any documentation with the County of Los Angeles, (iii) the payment of any fees by HACLA to any third party with regards to a Project as requested by HCID, and (iv) the identification and resolution of any unforeseen issues not caused by any actions of HCID during the completion of the HCID Services, including any site visits to the Project. In the event HCID cannot complete the HCID Services by the Completion Time (including any extensions thereto), HCID shall notify HACLA in writing before the end of such Completion Time citing reasons for the delay and an estimated completion date.

III.

PAYMENT & ACCEPTANCE/CANCELLATION

§301. Compensation and Method of Payment

A. For each project HCID completes, HACLA shall pay to HCID as compensation, the sum of _____ Dollars (\$_____) per project. The parties agree that the maximum cumulative compensation amount for all Projects under this Agreement shall be no more than _____ Dollars (\$_____).

1. For the services specified under Section C. 1. above, services shall be billed on a time and materials basis for each project, which shall not exceed _____ Dollars (\$_____) per project pursuant to the fees and costs set forth in the Los Angeles City Municipal and Administrative Codes, and subject to the maximum cumulative compensation stipulated under this section.

B. The Compensation shall not include any fees to be paid to any party, other than HCID, in order to complete the HCID Services. Any and all fees due and owing to any party other than HCID shall be paid separately to such party directly by HACLA. Any such fees are separate and in addition to the Compensation.

C. Within thirty (30) days of completion of the HCID Services for a Project, HCID shall issue an invoice to HACLA for payment of the Compensation (the "Invoice"). HACLA shall pay such Invoice no later than thirty (30) days from receipt of such Invoice (the "Payment Date").

§302. Acceptance/Cancellation

A. In the event HACLA deems the HCID Services for a Project to be unacceptable or incomplete, HACLA shall notify HCID in writing no later than five (5) business days from receipt of the Invoice for such Project, such notice detailing the reasons for the incompleteness or unacceptability. HCID shall work to resolve any such issues in a timely manner, provided, however, that HACLA may not deem HCID Services unacceptable or incomplete due to any issues which are a result of any act or omission on the part of HACLA. In the event HACLA fails to notify HCID as above-stated, the HCID Services for a Project shall be deemed accepted.

B. Prior to the commencement of HCID Services for a Project, either HACLA or HCID may in each of their sole discretion, cancel such Project without penalty. Any such Project

cancelled prior to the commencement of HCID Services shall be deemed cancelled upon receipt by HACLA or HCID written notice from the other stating its desire to cancel the Project.

- C. In the event HCID Services for a Project has commenced, HACLA may cancel work on such Project for any reason, provided, however, that HACLA shall compensate HCID on a pro-rata basis from the Compensation for the percentage of HCID Services completed on such Project at the time HCID is notified by HACLA in writing of such cancellation. In such event, HCID shall issue to HACLA for such incomplete HCID Services an invoice detailing the work completed prior to HACLA's cancellation and the pro-rata share of the Compensation due to HCID for such work completed.
- D. In the event HCID Services for a Project has commenced, HCID may, in its sole discretion, cancel completion of HCID Services. In the event such cancellation is due to any act or omission on the part of HACLA, HACLA shall compensate HCID on a pro-rata basis for HCID Services completed prior to such cancellation as set forth in Section C of this §302.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles

All titles or subtitles appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Agency. The singular shall include the plural. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends, and holidays, unless otherwise specifically provided.

§402. Applicable Law. Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected.

§403. Excusable Delays

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

§404. Ownership of Documents and Records

All documents produced under this Agreement and all records obtained from other agencies, all in connection with the HCID Services, are agreed to be the property of HACLA, provided, however, that HACLA pays all compensation due to HCID in connection with HCID Services provided for such documents and records. HCID shall provide to HACLA all documents, records and reports for each Project accepted by HCID. HCID shall be allowed to retain copies of all documents and all records obtained from other agencies.

§405. Indemnification

Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to the same agreement, as defined by Government Code Section 895. Accordingly, pursuant to Government Code Sections 895.4 and 895.5, the City and HACLA shall each assume the full liability imposed by law upon it, or any of its officers, agents or employees, for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement. The City and HACLA shall each indemnify and hold harmless the other party for any loss, cost, or expense that may be imposed upon such other party by virtue of Government Code Section 895.2. In the event of a third-party loss caused by negligence, wrongful act or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. The provisions of this paragraph survive expiration or termination of this Agreement.

§406. Dispute Resolution

Either party to this Agreement may invoke the dispute resolution procedure set forth herein. A matter shall be deemed to be in dispute upon receipt by one party of a written declaration of dispute by the other party. The declaration shall set forth the entire matter which is under dispute, the position claimed by the declaring party, all supporting arguments, and the resolution proposed.

All disputes shall first be submitted to informal dispute resolution between the HACLA Director of Modernization and the HCID Environmental Affairs Officer or their respective designees. These parties shall meet as many times as necessary to discuss and attempt resolution of the dispute.

If the dispute has not been resolved within fifteen (15) working days of receipt of declaration of dispute, either party may elect to submit the matter to resolution by the Deputy City Attorneys for each party.

The party submitting the dispute to the City Attorney's Office shall prepare a written statement, which shall include the declaration of dispute, a summary of the informal dispute resolution results, and a request for resolution by the City Attorney's Office. The statement shall be sent to both relevant Deputy City Attorneys and to the other party at the same time.

The decision of the Deputy City Attorneys shall be deemed final resolution of the dispute.

§407. Complete Agreement: Severability

This Agreement contains the full and complete Agreement between the two parties. No

verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement may be altered, modified or amended only in writing by all the parties hereto.

§408. Americans with Disabilities Act

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

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

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

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

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

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

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement shall continue as modified.

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

Attachment B

CONTRACT SUMMARY SHEET

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

DATE: 12/8/17

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Housing and Community Investment Department

CONTACT PERSON: Teresa Singson PHONE: 213-808-8640

CONTRACT NO.: C-130564 COUNCIL FILE NO.: 14-0655-S5

ADOPTED BY COUNCIL: 10/27/17
DATE

APPROVED BY BPW: _____
DATE

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

CONTRACTOR NAME: MOU between County of LA, City of LA, Housing Authority

TERM OF CONTRACT: 12/1/2017 THROUGH: 12/11/2027

TOTAL AMOUNT: N/A

PURPOSE OF CONTRACT:

Establishing roles, responsibilities, and financial relationships necessary to align funding to create permanent supportive housing in the City.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LOS ANGELES and
THE CITY OF LOS ANGELES and
THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of ____, 2017 by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California ("COUNTY"), the CITY OF LOS ANGELES ("CITY"), a municipal corporation, and the HOUSING AUTHORITY OF THE CITY OF LOS ANGELES ("HACLA"), for the purpose of establishing roles, responsibilities, and financial relationships necessary to align funding to create permanent supportive housing in the City. COUNTY, CITY, and HACLA will be referred to herein individually as "PARTY" and collectively as "PARTIES".

PARTIES mutually agree to the following:

A. Term of Agreement

The term of this agreement will begin on the date of signature of all PARTIES, and will end 10 years following this date, unless extended upon mutual agreement of PARTIES.

B. PARTIES' Responsibilities

PARTIES agree to the following responsibilities in creating permanent supportive housing opportunities within CITY's jurisdiction:

1. During the term of this MOU, CITY will facilitate permanent supportive housing opportunities for tenants eligible for permanent supportive housing through the following:
 - a. Creating approximately 10,000 new permanent supportive housing units over the course of the MOU through—
 - i. Capital financing, including—
 - A. Construction, and/or
 - B. Acquisition, and/or
 - C. Rehabilitation; and/or
 - ii. Land donation.
 - b. An expedited process for siting permanent supportive housing, including by reducing or eliminating zoning restrictions and/or creating a fast-track process for permitting permanent supportive housing.
2. During the term of this MOU, HACLA will provide, subject to funding availability:
 - a. Approximately, but not to exceed, 1,000 Project-Based Vouchers per year to tenants eligible for permanent supportive housing. In year five (5) of this MOU, the PARTIES will renegotiate the number of project-based vouchers that HACLA will make available on an annual basis.

3. COUNTY will provide, for each permanent supportive housing unit created by CITY, the following:
 - a. Services to tenants, including—
 - i. Intensive Case Management System (ICMS) and integrated health services and
 - ii. Services to ensure a tenant's connection to appropriate medical, mental health, and substance use services; and/or
 - b. Rental assistance, including Project-Based Vouchers and/or Tenant-Based Vouchers; and/or
 - c. Landlord incentive funds.

C. Types of Permanent Supportive Housing to be Developed

For purposes of this MOU, as used herein, "permanent supportive housing" shall be defined as a pairing of rental assistance and supportive services in either a single-site model or a scattered-site model, as defined below.

"Single-site model" means housing in which a site will be acquired and a building constructed or renovated for the purpose of providing dwelling units of a size and character that conform to applicable State and CITY laws and regulations. The permanent supportive housing units developed in this fashion may be a part of a larger building.

"Scattered-site model" means existing dwelling units leased for the purposes of housing and serving the clients who are the recipients of this program, including in master-leased projects.

D. Supportive Services

PARTIES agree all housing and services provided to eligible recipients under this MOU shall follow Housing First principles.

Based on individualized assessment, COUNTY will fund appropriate services to each new unit of permanent supportive housing, to include the following:

1. Services to engage and assess tenant needs, as well as create tenant-directed goals;
2. Intensive Case Management Services ;
3. Peer support activities;
4. Linkage to primary care, specialty mental health services, and substance abuse disorder services, as needed;
5. Benefits advocacy; and
6. Transportation planning and assistance to access off-site services and appointments.

COUNTY will establish and implement standards for the above-identified services in units created under this MOU, and may update those standards during the term of this MOU.

E. Geographic Diversity

PARTIES agree to develop policies to encourage the siting of permanent supportive housing units. PARTIES agree, to the extent feasible, to accommodate tenant choice in where to live.

F. Tenant Selection

PARTIES agree to reserve tenancy for units created pursuant to this MOU for people with the greatest need for permanent supportive housing, determined under tenant selection protocols developed by the Coordinated Entry System, and consistent with the regional priority population goals under the MOU and the underlying regulatory requirements mandated by the source of rental assistance and/or capital funding for the permanent supportive housing unit. Up to 20% of all tenants housed under this MOU may be drawn from current and future patient/client identification and referral systems used by the COUNTY Health Agency, including but not limited to, the Housing for Health Access and Referral system. Regardless of referral process, tenant selection for CITY permanent supportive housing units will prioritize people experiencing homelessness in the City of Los Angeles.

G. Priority Populations

PARTIES agree to coordinate their programs to maximize each PARTY's priority populations to be served in permanent supportive housing, including—

1. Units developed to serve single adults experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence or high risk of becoming chronically homeless;
2. Units developed to serve families (with custody of children below the age of 18) experiencing chronic homelessness, significant barriers to housing stability, multiple barriers to independence, or high risk of becoming chronically homeless;
3. Units developed to serve youth and young adults, aged 18 to 24, determined to need permanent supportive housing under tenant selection protocols identified in Section F; and
4. Units developed to serve veterans, especially through the HUD-Veteran Affairs Supportive Housing program, determined to need permanent supportive housing under tenant selection protocols identified in Section F.

In addition to maximizing each PARTY's priority populations, a portion of every new permanent supportive housing development facilitated by the CITY will be accessible to persons with mobility disabilities and with hearing/vision disabilities.

H. Definitions

For purposes of this MOU, PARTIES agree to the following definitions:

1. "Chronic homelessness" has the same meaning as defined in 24 CFR Section 91.5.
2. "Housing First principles" means immediate access to housing without preconditions or housing readiness requirements, landlord compliance with tenant protections under law, consumer choice and self-determination, recovery orientation, individualized and client-driven supports, and social and community integration.
3. "Landlord incentives" means funding designed to facilitate a private-market landlord's acceptance or use of tenant-based rental assistance that the CITY or COUNTY provides to people experiencing homelessness.

4. "Permanent supportive housing" means pairing of rental assistance and supportive services in either a single-site building constructed or renovated for this purpose or in scattered-site dwelling units subsidized for the purposes of housing and serving eligible recipients.
5. "Veteran" means an individual who actively served in the U.S. military or was injured as a result of U.S. military service.

I. Implementation

PARTIES agree to meet at least quarterly to assess the implementation of this MOU and perform the following:

1. Develop a schedule for allocation of resources and identify tracking mechanisms to ensure PARTIES are using the permanent supportive housing resources developed as a result of this MOU fully;
2. Create a unified application between PARTIES or utilize a countywide unified application that allows housing developers to apply for capital, operating, and services awards.
3. Design data collection and reporting systems to evaluate the outcomes of this MOU; and
4. Perform adjustments based on needs of people experiencing homelessness, progress in meeting responsibilities outlined in this MOU, resource utilization and availability, overall permanent supportive housing production, evaluation findings, and permanent supportive housing gaps in difficult-to-develop areas of City.

J. Evaluation

PARTIES agree to conduct an evaluation of the MOU, using data COUNTY, CITY, and third party evaluators collect, as well as tenant-reported data. The evaluation shall be completed and presented to the County Board of Supervisors and the CITY Council within five years of the date of this MOU. The evaluation shall include, but not be limited to, the following:

1. Progress in achieving the goals outlined in Section B of this MOU;
2. Barriers to implementation of the MOU;
3. Recommended strategies for removing barriers to implementation;
4. Population-specific data on the following:
 - a. Number of formerly homeless individuals/families housed;
 - b. Number of people who remained in permanent housing one and two years after housing placement;
 - c. Improved health outcomes among participants served, demonstrated through obtaining regular medical, mental health, and/or substance use disorder treatment, and decreased hospital admissions and emergency department visits;
 - d. Community integration and social connectedness, including reconnection with family or friends or building new support networks, through tenant satisfaction surveys;
 - e. Gainful employment and/or educational attainment;
 - f. Consistent payment of rent;
 - g. Positive exits from permanent supportive housing; and
5. To the extent data is available, COUNTY and CITY costs avoided as a result of the MOU.

COUNTY and CITY will allocate the staff resources required to conduct the evaluation. COUNTY will retain the evaluator and bear the costs of the evaluation.

K. Modifications, Revisions, and Termination

This MOU constitutes the entire agreement between PARTIES hereto, and no oral understanding not incorporated herein will be binding on any PARTY. This MOU may only be modified, altered, or revised, as necessary, by mutual consent of PARTIES hereto by the issuance of a written amendment, signed and dated by PARTIES.

If any PARTY determines another has violated the terms of the MOU, that PARTY may terminate this MOU upon 60 days written notice. PARTIES will continue to honor existing commitments to units already placed in service or agreed upon in the development or pipeline process.

L. Dispute Resolution

PARTIES to this MOU agree to implement good faith efforts and promptly meet and confer to resolve disputes arising from this MOU between the lead administrators for this MOU listed in Section Q. If issues cannot be resolved at this level, the lead administrators will refer such issues to their respective supervisors for discussion and resolution.

M. Press Releases and Communications

To the extent feasible, PARTIES shall be included when communicating with the press, television, radio or any other form of media regarding duties or performance under this MOU. Participation of each PARTY in press/media presentations will be determined by each PARTY's public relations policies. Unless a PARTY directs otherwise, each PARTY shall make specific reference to all PARTIES in all communications regarding this MOU.

N. Hold Harmless/Indemnification/Liability

Pursuant to the provisions of Section 895.4 of the California Government Code, PARTIES agree to indemnify and hold the other PARTY harmless from all liability for damage, actual or alleged, to person or property arising out of or resulting from indemnifying PARTY's acts or omissions in the performance of this MOU. In the event of third-party loss caused by negligence, wrongful act or omission of PARTIES, each PARTY shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

O. Severability

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU will remain in force.

P. Counterparts

This Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original and will together constitute one and the same Agreement. Manual signatures may be provided by facsimile, or digitally scanned and provided by electronic mail.

Q. Notice Provision/MOU Lead Administrators

COUNTY:

Phil Ansell

Director, Los Angeles County Homeless Initiative

Los Angeles County Chief Executive Office

500 West Temple Street, Fourth Floor

Los Angeles, CA 90012

With copy to:

Elaine Lemke

Assistant County Counsel

Office of the County Counsel, County of Los Angeles

500 West Temple Street, Sixth Floor

Los Angeles, CA 90012

CITY:

Rushmore Cervantes

General Manager

Housing and Community Investment Department of Los Angeles

1200 West 7th Street, 1st Floor

Los Angeles, CA 90017

With copy to:

PHA:

Doug Guthrie

President and Chief Executive Officer

Housing Authority of the City of Los Angeles

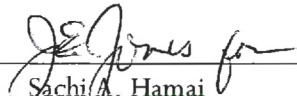
2600 Wilshire Blvd

Los Angeles, CA 90057

With copy to:

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first written above.

COUNTY OF LOS ANGELES, a subdivision of the State of California

By: 
Sachi A. Hamai
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM

County Counsel

By: 

Date: 11/13/17

CITY OF LOS ANGELES, a municipal corporation

By: 
Rushmore Cervantes
General Manager, Housing and Community Investment Department of Los Angeles

Date: _____

HOUSING AUTHORITY OF THE CITY OF THE CITY OF LOS ANGELES, a public body,
corporate and politic

By: 
Doug Guthrie
President and Chief Executive Officer

Date: _____

Attest: Holly Wolcott, City Clerk

By: 
Michael Valentin
Deputy



APPROVED AS TO FORM:

City Attorney

By: 

Date: Dec 1 17

12/8/17 C-130564

Attachment C

CONTRACT SUMMARY SHEET

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

DATE: June 17, 2014

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Housing and Community Investment Department - HCIDLA

CONTACT PERSON: Shelly Lo PHONE: 213 808-8957

CONTRACT NO.: C-124075 COUNCIL FILE NO.: 12-0520-S2

ADOPTED BY COUNCIL: 4/16/2014
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT XX
AMENDMENT NO. _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: The Housing Authority of The City of Los Angeles - HACLA

TERM OF CONTRACT: 6-17-14 THROUGH: 6-16-15

TOTAL AMOUNT: \$90,000

PURPOSE OF CONTRACT:

HCIDLA is to provide Environmental Review services including certain environmental documentation under federal, state and local laws in connection with certain construction projects which HACLA undertakes.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

C-124075
AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES

THIS INTER-AGENCY AGREEMENT ("Agreement") is made and entered into by and between the City of Los Angeles ("City") acting by and through its Housing and Community Investment Department ("HCID"), and the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("HACLA").

W I T N E S S E T H

WHEREAS, HACLA has a need for certain environmental documentation under federal, state and local laws in connection with certain construction projects which HACLA undertakes;

WHEREAS, HCID is experienced in preparing environmental documentation under federal, state and local laws for construction projects similar to those undertaken by HACLA;

WHEREAS, HACLA desires to hire HCID to prepare for HACLA certain environmental documentation under federal, state and local laws in connection with certain construction projects which HACLA undertakes, and HCID desires to provide such services to the Agency; and

WHEREAS, HACLA has agreed to pay and HCID has agreed to accept an amount not to exceed a maximum cumulative compensation amount for all Projects under this Agreement of no more than Ninety Thousand Dollars (\$90,000.00).

WHEREAS, on or about April 16, 2014, the Los Angeles City Council authorized HCID to enter into an agreement with HACLA for HCID to provide environmental documentation services to HACLA as contemplated by this Agreement (Council File No. 12-0520-S2);

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

I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. HACLA, known as the Housing Authority of the City of Los Angeles, a public body, corporate and politic, having its principal office at 2600 Wilshire Boulevard, Los Angeles, California 90057.

§102. Representatives of the Parties and Service of Notices

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

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

Mr. Rushmore D. Cervantes, Interim General Manager
Housing and Community Investment Department
1200 West Seventh Street, Ninth Floor
Los Angeles, CA 90012

With copies at the same address to:

Ms. Shelly Lo
Environmental Specialist II

- 2. The representative of HACLA shall be:

Douglas Guthrie, President and CEO
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, CA 90057

With copies at the same address to:

Vath Kim
Capital Fund Administrator, Grant Management

- B. Formal notices, demands and communications to be given by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of the person is changed, written notice shall be given, in accord with this section, within five working days of the change.

§103. Relationship of Parties

The relationship between HCID and the City, on the one hand, and HACLA, on the other hand, under this Agreement shall not be construed as a joint venture, equity venture, partnership, or any other relationship other than as set forth herein. The parties hereto agree that the performance of HCID's services hereunder shall be in the capacity of an independent contractor and that no employee of HCID and the City, on the one hand, and HACLA, on the other, has been, are, or shall be the employee of the other by virtue of this Agreement. None of the parties to this Agreement shall have the authority to act as an agent of the other or to bind the other to any obligation with regards to this Agreement.

II.

TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence upon that date of execution of this Agreement by HACLA and the City as stated on the execution page hereof and terminate one year thereafter with two one-year extensions.

§202. Services to be Performed

- A. For each Project for which HACLA desires HCID to prepare environmental documentation necessary for NEPA and CEQA clearance, HACLA shall provide to HCID a written request for documentation ("Request for Documentation") which shall include, but not be limited to, the following: (i) the name of the Project, (ii) a purchase order ("P.O.") number, (iii) a complete description of the Project (including maps and photographs of such Project site and all related ancillary documents), (iv) a completed environmental checklist in the form previously provided by HCID to HACLA, which is attached hereto as Exhibit A and (v) the type of environmental documentation requested. Along with such Request for Documentation for a Project, HACLA shall arrange for any site visits/field reviews of such Project as may be required by HCID.
- B. Upon receipt of the Request for Documentation and upon completion of any necessary site visits/field reviews for such Project by HCID, HCID shall prepare for and deliver to HACLA the appropriate environmental documentation necessary for approval and clearance of such Project under NEPA and CEQA, which shall include the preparation of NEPA and CEQA clearance letters (the "HCID Services").

Notwithstanding any provision to the contrary in this Agreement, HACLA hereby authorizes HCID to act for HACLA in all matters as may be necessary to complete the HCID Services. HCID shall, in its sole discretion, have the right to reject any Project and not provide HCID Services for such Project. If HCID fails to respond to a Request for Documentation for a Project within ten (10) working days from receipt of such Request for Documentation, the Project shall be deemed so rejected by HCID.

- C. HCID 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 HCID 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 HCID of a Request for Documentation, HCID 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.
- D. For each Project, HCID shall complete the HCID Services within fifteen (15) business days from receipt of a complete Request for Documentation for such Project and, if applicable, the receipt of any necessary "Special Studies" completed for such Project (the "Completion Time"). The Completion Time shall be extended by any additional time necessary for (i) any other agency or entity to approve, gather, process and transmit any information requested by the HCID, (ii) the filing and posting, if requested by HACLA, of any documentation with the County of Los Angeles, (iii) the payment of any fees by HACLA to any third party with regards to a Project as requested by HCID, and (iv) the identification and resolution of any unforeseen issues not caused by any actions of HCID during the completion of the HCID Services, including any site visits to the Project. In the event HCID cannot complete the HCID Services by the Completion Time (including any extensions thereto), HCID shall notify HACLA in writing before the end of such Completion Time citing reasons for the delay and an estimated completion date.

III.

PAYMENT & ACCEPTANCE/CANCELLATION

§301. Compensation and Method of Payment

- A. For each Project HCID completes the HCID Services, HACLA shall pay to HCID 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).
- B. The Compensation shall not include any fees to be paid to any party, other than HCID, in order to complete the HCID Services. Any and all fees due and owing to any party other than HCID shall be paid separately to such party directly by HACLA. Any such fees are separate and in addition to the Compensation.

- C. Within thirty (30) days of completion of the HCID Services for a Project, HCID shall issue an invoice to HACLA for payment of the Compensation (the "Invoice"). HACLA shall pay such Invoice no later than thirty (30) days from receipt of such Invoice (the "Payment Date").

§302. Acceptance/Cancellation

- A. In the event HACLA deems the HCID Services for a Project to be unacceptable or incomplete, HACLA shall notify HCID in writing no later than five (5) business days from receipt of the Invoice for such Project, such notice detailing the reasons for the incompleteness or unacceptability. HCID shall work to resolve any such issues in a timely manner, provided, however, that HACLA may not deem HCID Services unacceptable or incomplete due to any issues which are a result of any act or omission on the part of HACLA. In the event HACLA fails to notify HCID as above-stated, the HCID Services for a Project shall be deemed accepted.
- B. Prior to the commencement of HCID Services for a Project, either HACLA or HCID may in each of their sole discretion, cancel such Project without penalty. Any such Project cancelled prior to the commencement of HCID Services shall be deemed cancelled upon receipt by HACLA or HCID written notice from the other stating its desire to cancel the Project.
- C. In the event HCID Services for a Project has commenced, HACLA may cancel work on such Project for any reason, provided, however, that HACLA shall compensate HCID on a pro-rata basis from the Compensation for the percentage of HCID Services completed on such Project at the time HCID is notified by HACLA in writing of such cancellation. In such event, HCID shall issue to HACLA for such incomplete HCID Services an invoice detailing the work completed prior to HACLA's cancellation and the pro-rata share of the Compensation due to HCID for such work completed.
- D. In the event HCID Services for a Project has commenced, HCID may, in its sole discretion, cancel completion of HCID Services. In the event such cancellation is due to any act or omission on the part of HACLA, HACLA shall compensate HCID on a pro-rata basis for HCID Services completed prior to such cancellation as set forth in Section C of this §302.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles

All titles or subtitles appearing in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Agency. The singular shall include the plural. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used. The word "days" means calendar days, including weekends and holidays, unless otherwise specifically provided.

§402. Applicable Law. Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and the City. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected.

§403. Excusable Delays

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

§404. Ownership of Documents and Records

All documents produced under this Agreement and all records obtained from other agencies, all in connection with the HCID Services, are agreed to be the property of HACLA, provided, however, that HACLA pays all compensation due to HCID in connection with HCID Services provided for such documents and records. HCID shall provide to HACLA all documents, records and reports for each Project accepted by HCID. HCID shall be allowed to retain copies of all documents and all records obtained from other agencies.

§405. Indemnification

Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to the same agreement, as defined by Government Code Section 895. Accordingly, pursuant to Government Code Sections 895.4 and 895.6, the City and HACLA shall each assume the full liability imposed by law upon it, or any of its officers, agents or employees, for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement. The City and HACLA shall each indemnify and hold harmless the other party for any loss, cost, or expense that may be imposed upon such other party by virtue of Government Code Section 895.2. In the event of a third-party loss caused by negligence, wrongful act or omission of both parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated. The provisions of this paragraph survive expiration or termination of this Agreement.

§406. Dispute Resolution

Either party to this Agreement may invoke the dispute resolution procedure set forth herein. A matter shall be deemed to be in dispute upon receipt by one party of a written declaration of dispute by the other party. The declaration shall set forth the entire matter which is under dispute, the position claimed by the declaring party, all supporting arguments, and the resolution proposed.

All disputes shall first be submitted to informal dispute resolution between the HACLA Director of Modernization and the HCID Environmental Affairs Officer or their respective designees. These parties shall meet as many times as necessary to discuss and attempt resolution of the dispute.

If the dispute has not been resolved within fifteen (15) working days of receipt of declaration of dispute, either party may elect to submit the matter to resolution by the Deputy City Attorneys for each party.

The party submitting the dispute to the City Attorney's Office shall prepare a written statement, which shall include the declaration of dispute, a summary of the informal dispute resolution results, and a request for resolution by the City Attorney's Office. The statement shall be sent to both relevant Deputy City Attorneys and to the other party at the same time.

The decision of the Deputy City Attorneys shall be deemed final resolution of the dispute.

§407. Complete Agreement: Severability

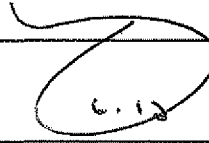
This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement may be altered, modified or amended only in writing by all the parties hereto.

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Agreement shall continue as modified.

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

By: 
Deputy City Attorney

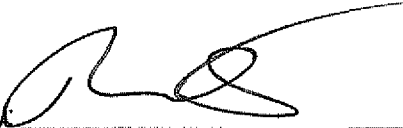
Date: 6.12, 2014

Counsel to the City of Los Angeles

Executed this 11th day of


JUNE, 2014

For: THE CITY LOS ANGELES

By: 
RUSHMORE D. CERVANTES
Interim General Manager
Housing and Community Investment
Department

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: 
Michael V. Custodio Deputy City Attorney

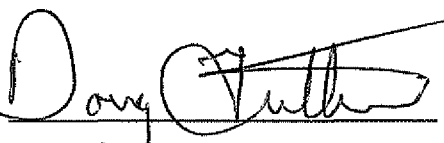
Date: June 3, 2014

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

Executed this 3rd day of

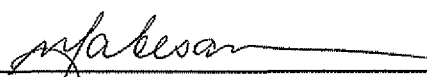
June, 2014

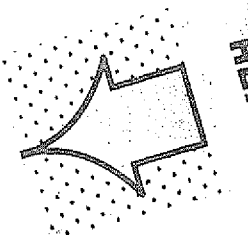
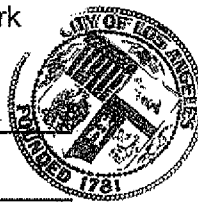
For: THE HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES

By: 

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

By: 
Date: 06/17/14



Council File/CAO File Number: CF#12-0520-S2. Date of Approval: April 16, 2014

The Agreement is Number C-124075 of City Contracts

CONTRACT SUMMARY SHEET

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

DATE: September 24, 2015

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

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Housing + Community Investment Department

CONTACT PERSON: Shelly Lo PHONE: 213-808-8869

CONTRACT NO.: C-124075 COUNCIL FILE NO.: 12-0520-S2

ADOPTED BY COUNCIL: 4/16/2014

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT _____

AMENDMENT NO. 1

ADDENDUM NO. _____

SUPPLEMENTAL NO. _____

CHANGE ORDER NO. _____

CONTRACTOR NAME: Housing Authority City of Los Angeles (HACLA)

TERM OF CONTRACT: June 17, 2014 THROUGH: June 16, 2106

TOTAL AMOUNT: \$90,000

PURPOSE OF CONTRACT:

HCIDLA IS TO PROVIDE ENVIRONMENTAL REVIEW SERVICES INCLUDING CERTAIN ENVIRONMENTAL DOCUMENTATION UNDER FEDERAL, STATE, AND LOCAL LAWS IN CONNECTION WITH CERTAIN CONSTRUCTION PROJECTS WHICH HACLA UNDERTAKES.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PRINT

FIRST 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 FIRST 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 ("Contractor"), a public body, corporate and politic.

RECITALS

WHEREAS, the City and Contractor have entered into an Agreement wherein Contractor shall provide certain services. 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 Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number CF#12-0520-S2, dated April 16, 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 for a new ending date of June 16, 2016;
- (b) 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 17, 2015, 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, 2014 to June 16, 2016."
- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §3. 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

By: [Signature]
Deputy City Attorney

Date: 9-8-15, 2015

Counsel to the City of Los Angeles

Executed this 23rd day of

September, 2015

For: THE CITY LOS ANGELES

By: [Signature]
RUSHMORE D. CERVATES
General Manager
Housing + Community Investment Department

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: [Signature]
Deputy City Attorney

Date: August 17, 2015

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

Executed this 28 day of

August, 2015

For: THE HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES

By: [Signature]

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: [Signature]
Date: 9-24-15



Council File/CAO File Number: 12-0520-S2 Date of Approval: 4/16/14

The Agreement is Number C-124075 of City Contracts, Amendment No. 1

RECEIVED

OCT 20 2016

HOUSING DIVISION
CITY ATTORNEY'S OFFICE

CONTRACT SUMMARY SHEET

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

DATE: 10/18/2016

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

FROM (DEPARTMENT): Housing and Community Investment Department

CONTACT PERSON: Shelly Lo PHONE: 213 808-8879

CONTRACT NO.: 124075

COUNCIL FILE NO.: 10-0398

ADOPTED BY COUNCIL: 6/24/16
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDMENT NO. 2
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: Housing Authority of the City of Los Angeles

TERM OF CONTRACT: 4/01/2015 THROUGH: 6/30/2017

TOTAL AMOUNT: \$90,000.

PURPOSE OF CONTRACT:

This amendment no. 2 extends the agreement for twelve months and revises the scope of work. There is no increase to the total amount. The Housing Authority of the City of Los Angeles (HACLA) compensates the HCID for the preparation of environmental assessments.

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

THIS SECOND AMENDMENT to Agreement Number C-124075 of City of Los Angeles contracts is made and entered into, by and between CITY OF LOS ANGELES ("City"), and Housing Authority of the City of Los Angeles ("Contractor"), a California public agency.

WITNESSETH

WHEREAS, the City and the Contractor entered into an Agreement wherein City shall provide certain services related to environmental documentation necessary for Contractor to obtain project clearances. Said Agreement effective April 1, 2015, which together with all amendments thereto shall hereinafter be referred to as the "Agreement"; and

WHEREAS, Section 407 of the Amendment provides for amendments; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File 10-0398 dated June 24, 2016), which authorizes the General Manager of the Housing and Community Investment Department (HCID), to prepare and execute an amendment to the Agreement for the purposes of: a) extending the term of the Agreement, b) revising the scope of services, c) revising language related to "Compensation and Method of Payment", and d) adding language pertaining to the Americans With Disabilities Act (ADA); and

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

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended as follows:

SECOND AMENDMENT

- §1. Amend Section 201, "Time of Performance" by deleting the ending date of June 17, 2016 and replacing it with the new end date of June 30, 2017. This Amendment extends the time of performance by twelve (12) months and fourteen (14) days.
- §2. Amend Section 202 of the Agreement, entitled "Services to be Performed", Part C., by deleting and replacing it with the following:
- C. Unless otherwise specified, HCID 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 HCID 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 HCID of a Request for Documentation, HCID 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.
1. For services different from those specified under Section 202.C. above, HCID Services shall include guidance and oversight for preparation of Environmental Assessments (EAs), Environmental Impact Statements (EISs), Mitigated 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, entitled "Compensation and Method of Payment", Part A, by deleting and replacing it with the following:
- A. For each project HCID completes, HACLA shall pay to HCID as compensation, the sum of **Fifteen Hundred Dollars (\$1,500.00)** 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).
1. For the services specified under Section C. 1. above, services shall be billed on a time and materials basis for each project, which shall not exceed **Five Thousand Dollars (\$5,000.00)** per project, and subject to the maximum cumulative compensation stipulated under this section.
- §4 Add Section 408, "Americans with Disabilities Act" to read as follows:

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

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

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

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

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

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

Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.

This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes four (4) pages which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: [Signature]
Deputy City Attorney

Date: 10-20-16

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: [Signature]
Deputy City Clerk

Date: 10-31-16

(Contractor's Corporate Seal or Notary)

Executed this 19 day of October, 2016

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Housing and Community Investment
Department

By: [Signature]

Executed this 7th day of October, 2016

For: Housing Authority of the City of Los Angeles

By: [Signature]

Doug Guthrie
President & CEO

By: [Signature] 9/29/16

Michael Custodio
Deputy City Attorney

City Business License Number: 0000288546
Internal Revenue Service Number: 95-6001623
Council File Number: 10-0398 Date of Approval: 06-24-2016
Said Agreement is Number C-124075 of City Contracts, Amendment 2