REPORT FROM

Date. Submitted in Cc .cil File No: 16-1140-56 Item No .:

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date:

January 16, 2013

CAO File No.

0220-00540-1019

Council File No. 10-1140-S2

Council District: Various

To:

The Council

The Mayor

From:

Miguel A. Santana, City Administrative Office

Reference:

Transmittal from the Los Angeles Housing Department dated October 26, 2012;

received by the City Administrative Officer on November 14, 2012

Subject:

REQUEST FOR AUTHORIZATION TO AMEND SIX CONTRACTS FOR OUTREACH,

EDUCATION, ENROLLMENT AND TRAINING FOR THE LEAD HAZARD

REMEDIATION PROGRAM (LHRP)

SUMMARY

The Los Angeles Housing Department (LAHD) requests authorization to amend four contracts for outreach, education, and enrollment and two contracts for training for the Lead Hazard Remediation Program (LHRP) designed to prevent and control lead-based paint hazards in the City of Los Angeles. The amendments will extend the terms of each contract for one year from January 1, 2013 through December 31, 2013. The four outreach contractors would receive an additional \$54,500 each for a total of \$218,000. The new total contract amount for all four contracts would be \$418,000. The contract amounts for the two training contractors would not be adjusted and would remain at \$25,000 each for a total of \$50,000. Funding would be provided by a grant from the U.S. Department of Housing and Urban Development (HUD). This Office recommends the approval of LAHD request.

BACKGROUND

In March 2012, LAHD was awarded \$3 million from HUD's Office of Healthy Homes and Lead Hazard Control for the Lead Hazard Reduction Demonstration Grant (LG 10). The grant funding is used to remediate lead hazards in housing units built prior to 1978 that are occupied by low-income households with children under the age of six and to conduct outreach and education programs on lead-based paint hazards for property owners and tenants (C.F. 10-1140-S5).

In December 2011, the Mayor and Council authorized LAHD to execute contracts with Coalition for Economic Survival, Inner City Law Center, Inquilinos Unidos and Pacoima Beautiful to perform outreach, education and enrollment services such as conducting door-to-door outreach and participating in community fairs and meetings to educate tenants and property owners about lead hazards and lead-safe work practices. At the same time, the Mayor and Council authorized LAHD to contract with Healthy Homes Collaborative and National Econ Corporation to provide training to

property owners, property managers, maintenance and construction workers and inspections on lead-safe work practices and compliance practices with lead hazard regulations of the U.S. Environmental Protection Agency (EPA) and Occupational Health and Safety Administration (OSHA).

The four outreach contractors were evaluated based on the number of meetings and events they conducted or attended. Attachment A to this report lists the contractor performance from January through December 2012. All of the contractors met or exceeded the contract service benchmarks for meetings and events. In addition, the contractors were required to prepare monthly and quarterly status reports which they provided to LAHD. The LAHD staff commented that these contractors have done an excellent job with outreach and collecting information. The contractors are also able to meet with residents in the evening or on weekends when tenants are more likely to be home. The LAHD requests extending the contracts for one year to perform similar work. The number of services to be provided is summarized in the table below by calendar year.

Lead Outreach, Education and Enrollment Contractor Activities by Fiscal Year

Contract Activity	2012	2013	Total
Door-to-Door Outreach	675	675	1,350
Target Meetings	15	15	30
Neighborhood/Community Meetings	5	5	10
Health Fairs	2	4	6
Referrals of Units	30	36	66
Applications	25	25	50

The table below summarizes the contract amounts for the outreach contractors. The amount for calendar year 2012 was \$200,000, which has been expended. If the proposed amendments are approved, the new total for the four contracts would be \$418,000. The increase in the contract amount from the prior year is due to the addition of two health fairs and six referrals of units to the number of services to be provided.

Lead Outreach, Education and Enrollment Contract Amounts

Contractor	Contract No.	Original Contract Amount	Expended to Date	Proposed Amendment Amount	Proposed New Contract Amount
Coalition for					
Economic	C-120119	\$50,000	\$50,000	\$54,500	\$104,500
Survival					
Inner City Law	0.420442	50,000	FO 000	E4 500	404 500
Center	C-120112	50,000	50,000	54,500	104,500
Inquilinos Unidos	C-120111	50,000	50,000	54,500	104,500
Pacoima Beautiful	C-120118	50,000	50,000	54,500	104,500
Total Amount		\$200,000	\$200,000	\$218,000	\$418,000

3

The two training contractors were to be used on an as-needed basis to provide training for lead awareness, EPA regulations and environmental health. As part of their contracts, they would maintain their technical certifications, develop class evaluation forms and provide training space. The LAHD did not conduct any training sessions in 2012. Therefore, LAHD requests to extend the terms of the two contracts for one year while retaining the original contract amount of \$25,000 each for a total of \$50,000.

Lead Awareness Training Contract Amounts

Contractor	Contract No.	Original Contract Amount	Expended to Date	Proposed Amendment Amount	Proposed New Contract Amount
Healthy Homes Collaborative	C-121153	\$25,000	\$0	\$0	\$25,000
National Econ Corporation	C-120334	25,000	0	0	25,000
Total Amount		\$50,000	\$0	\$0	\$50,000

The recommendations in this report comply with City Financial Policies in that funding for the six contracts is provided by a grant from the U.S. Department of Housing and Urban Development, Lead Fund No. 54S, LG 10, Department 43, Account J402.

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

- Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-120111 with Inquilinos Unidos to provide community outreach and education regarding lead hazards, to increase compensation by \$54,500 and to extend the term of the contract by one year from January 1, 2013 through December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions;
- 2. Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-120112 with Inner City Law Center to provide community outreach and education regarding lead hazards, to increase compensation by \$54,500 and to extend the term of the contract by one year from January 1, 2013 through December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions;
- 3. Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-120118 with Pacoima Beautify to increase compensation by \$54,500 to provide community outreach and education regarding lead hazards, and to extend the term of the contract by one year from January 1, 2013 through

December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions;

- 4. Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-12019 with Coalition for Economic Survival to increase compensation by \$54,500 to provide community outreach and education regarding lead hazards, and to extend the term of the contract by one year from January 1, 2013 through December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions;
- 5. Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-120334 with National Econ Corporation to provide training regarding the prevention of lead-based paint exposure and compliance with federal rules, to extend the term of the contract by one year from January 1, 2013 through December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions;
- 6. Authorize the General Manager of the Los Angeles Housing Department, or designee, to execute the First Amendment to Contract No. C-121153 with Healthy Homes Collaborative to provide training regarding the prevention of lead-based paint exposure and compliance with federal rules to extend the term of the contract by one year from January 1, 2013 through December 31, 2013, subject to the approval of the City Attorney as to form and compliance with City contract provisions.
- 7. Authorize the General Manager of LAHD, or designee, to administer the funds in accordance with the provisions of the HUD grant; and,
- Authorize the General Manager of LAHD, or designee, to prepare Controller's instructions and make any necessary technical adjustments regarding these contracts, subject to the approval of the City Administrative Officer (CAO), and request the Controller to implement these instructions.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. If the recommendations in this report are approved, six contracts will be amended to increase their terms by one year. In addition, four of the contracts will be amended to increase the award amounts by \$54,500 each for an additional amount of \$218,000. The prior award amount for the six contracts was \$250,000; therefore the total with the amendments would be \$468,000. The recommendations in this report comply with City Financial Policies in that funding for the contracts is provided by a grant from the U.S. Department of Housing and Urban Development, Lead Fund No. 54S, LG 10, Department 43, Account J402.

MAS:MMR:02310070C

Attachment

Attachment A Lead Grant Contract Amendments

Lead Outreach, Education and Enrollment Contractor Performance from January – December 2012

Contractor	Contract Requirements	Completed	Balance	Total Attended
Coalition for Economic Survival				as high the
Door-to-Door	675	682	-7	682
Target Meeting	15	15	0	219
Neighborhood Meeting	5	10	-5	152
Community Health Fairs	2	4	-2	N/A
Referrals of Units	30	42	-12	N/A
Applications	25	25	0	N/A
Inner City Law Center			For State And State St	DESTRUCTION OF
Door-to-Door	675	677	-2	677
Target Meeting	15	15	0	129
Neighborhood Meeting	5	5	0	103
Community Health Fairs	2	2	0	N/A
Referrals of Units	30	30	0	N/A
Applications	25	25	0	N/A
Inquilinos Unidos				Charles and the second
Door-to-Door	675	677	-2	677
Target Meeting	15	15	0	82
Neighborhood Meeting	5	5	0	70
Community Health Fairs	2	2	0	N/A
Referrals of Units	30	30	0	N/A
Applications	25	25	0	N/A
Pacoima Beautiful				
Door-to-Door	675	693	-18	693
Target Meeting	15	15	0	241
Neighborhood Meeting	5	5	0	73
Community Health Fairs	2	2	0	N/A
Referrals of Units	30	32	-2	N/A
Applications	25	27	-2	N/A

MAS:MMR:02130070C.AttachmentA





October 26, 2012

' Council File: 10-1140 Council Districts: All Contact Persons: Liseth Romero-Martínez 808-8828 Vasken Djansezian 808-8978 Douglas Swoger 808-8948 Helmi Hisserich 808-8662

Honorable Antonio R. Villaraigosa Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORIZATON TO AMEND SIX CONTRACTS FOR OUTREACH, EDUCATION, ENROLLMENT AND TRAINING FOR THE LEAD HAZARD REMEDIATION PROGRAM (LHRP)

SUMMARY

The Los Angeles Housing Department's (LAHD) Homeownership and Preservation Division administers the Lead Hazard Remediation Program (LHRP) designed to prevent and control lead-based paint hazards in the City of Los Angeles.

In March 2012, LAHD was awarded \$3 million from HUD's Office of Healthy Homes and Lead Hazard Control for the Lead Hazard Reduction Demonstration Grant (LG 10). The grant funding will be used to remediate lead hazards in housing units built prior to 1978 that are occupied by low-income households with children under the age of six and to conduct outreach and education programs on lead-based paint hazards for property owners and tenants (C.F. 10-1140-S5).

Previously, on December 19, 2011, the Mayor and City Council authorized LAHD to execute service contracts with four recommended contractors to perform Outreach, Education and Enrollment services and two recommended contractors to perform Training services in support of the Lead Hazard Reduction Demonstration Grant (LG 9). Outreach, Education and Enrollment services include conducting door-to-door outreach and participating in community fairs and meetings to educate tenants and property owners on lead hazards and lead-safe work practices. Training services include providing formal training to property owners, property managers, maintenance and construction workers and inspectors on lead-safe work practices and compliance practices with lead hazard regulations of the U.S. Environmental Protection Agency (EPA) and

Occupational Health and Safety Administration (OSHA). Contracts are for a period of one year (Jan 1, 2012 – Dec 31, 2012), with two one-year renewal options subject to contractor performance and funding availability (C.F 10-1140-S2).

To continue the outreach and training components for the LG 9 and LG 10 grants, LAHD is requesting authority to execute contract amendments to increase funding and extend the term of contracts for the approved Outreach, Education and Enrollment contractors, and extend the term of contracts for the approved Training contractors.

RECOMMENDATIONS

The General Manager of LAHD respectfully requests that:

- I. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to the City Council for review and approval immediately thereafter.
- II. The City Council, subject to the approval of the Mayor, take the following actions:
 - A. AUTHORIZE the General Manager of LAHD, or designee, to execute contract amendments with four approved Lead Outreach, Education, and Enrollment contractors (Table 1); to increase funding by \$54,500 for a new total amount not to exceed \$104,500 per contractor, and a total aggregated amount of \$418,000 (funding from Lead Fund No. 54S, LG 10, Department 43, Account J402) and to add 12 months to the existing contract term beginning January 1, 2013 through December 31, 2013 (for the contracts expiring on December 31, 2012) subject to the approval of the City Attorney as to form, and compliance with the Department of Public Works, Bureau of Contract Administration, and City contract requirements.

	Lead	Table Outreach, Education, a (Period 1/1/2013	nd Enrollmen	t Contracts	
Service Category	Contract #	CONTRACTOR	Amount Requested	Original Contract Amount	Total Contract Amount
Lead	C-120119	Coalition for Economic Survival	\$54,500	\$50,000	\$104,500
Outreach,	C-120112	Inner City Law Center	\$54,500	\$50,000	\$104,500
Education, and Enrollment	C-120111	Inquilinos Unidos	\$54,500	\$50,000	\$104,500
Zim Omnont	C-120118	Pacoima Beautiful	\$54,500	\$50,000	\$104,500
TOTAL AN	TOUNT		218,000	\$200,000	\$418,000

B. AUTHORIZE the General Manager of LAHD, or designee, to execute contract amendments with two approved Training Contractors (Table 2) to add 12 months to the existing contract term beginning January 1, 2013 through December 31, 2013 (for the contracts expiring on December 31, 2012) subject to the approval of the City

Attorney as to form, and compliance with the Department of Public Works, Bureau of Contract Administration, City contract requirements.

Table 2 Training Contracts (Period 1/1/2013 – 12/31/2013)				
Service Category	CONTRACTOR .	Original Contract Amount		
Mustulia -	Healthy Homes Collaborative	\$25,000		
Training	National Econ Corporation	\$25,000		
TOTAL AMOUNT		\$50,000		

- C. AUTHORIZE the General Manager of LAHD, or designee, to administer the funds in accordance with the provisions of the HUD grant.
- D. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller's instructions and make any necessary technical adjustments consistent with the Mayor and City Council actions in this matter, subject to the approval of the City Administrative Officer (CAO), and request the Controller to implement these instructions.

BACKGROUND

Lead-based paint hazards are a health concern for children living in housing built before 1978. High exposure to lead can cause serious negative health effects, including damage to the brain and nervous system. Recent research has found that even very low levels of lead exposure can have a detrimental impact on children's IQ and contribute to learning disabilities and delayed educational success. Children can be exposed to lead in the home from deteriorating lead paint and contaminated dust and soil lead paint generates. Once a child's health or cognition has been harmed by lead, the effects are permanent and continue into later life. (Childhood Lead Exposure and Educational Outcomes, September 2012). The U.S. Census Bureau reports over 1 million pre-1978 housing units in Los Angeles. Of these units, approximately 60% are renter-occupied and 40% are owner-occupied. Communities with a high percentage of pre-1978 housing, low-income families with young children and renter-occupied units are at greatest risk for lead hazards.

On December 19, 2011, the Mayor and City Council authorized LAHD to contract with agencies selected through a Request for Proposals (RFP) to conduct Outreach, Education and Enrollment and Training for the LHRP. The LAHD has contracts with four Community Based Organizations (CBOs) to provide Outreach, Education and Enrollment services that include conducting door-to-door outreach, participating in community events to educate tenants and property owners on lead hazards and lead-safe work practices and referring applicants to the LHRP for assistance. The CBOs contracted for Outreach, Education and Enrollment include Coalition for Economic Survival, Inner City Law Center, Inquilinos Unidos, and Pacoima Beautiful. In the first year of their current contract with LAHD, the CBOs have conducted direct door-to-door outreach to over 1,900

individuals and participated in 72 target and neighborhood meetings and 10 community fairs for a combined outreach to approximately 3,200 individuals. The CBOs also play an important role in educating tenants and landlords to identify lead hazards and follow lead-safe work practices when making building repairs resulting from Systematic Code Enforcement Program (SCEP) inspections. Since January 2012, the CBOs have referred 61 applications to the LHRP, resulting in 47 lead safe housing units and are currently working on a combined pipeline of 27 additional applications for assistance. The contract performance to date of each of the CBOs is summarized in Table 3 below.

Table 3 CBO Contract Performance from January - September 2012				
СВО	Contract Requirements	Completed	Balance	
Coalition for Economic Survival				
Door-to-Door	675	603	72	
Target Meeting	15	13	2	
Neighborhood Meeting	5	10	+5	
Community Health Fairs	2	4	+2	
Applications	25	11	14	
Inner City Law Genter				
Door-to-Door	675	431	244	
Target Meeting	15	11	4	
Neighborhood Meeting	5	5	0	
Community Health Fairs	2	2	0	
Applications	25	12	13	
Inquilinos Unidos				
Door-to-Door	675 .	394	281	
Target Meeting	15	8	7	
Neighborhood Meeting	5	5	0	
Community Health Fairs	2	2	0	
Applications	25	13	12	
Pacoima Beautiful				
Door-to-Door	675	478	197	
Target Meeting	15	15	0	
Neighborhood Meeting	5	5	5 0	
Community Health Fairs	2	2	0	
Applications	25	25	0	

The Training contractors approved through the RFP include Healthy Homes Collaborative and National Econ Corporation. These agencies are contracted to provide formal training to property owners, property managers, maintenance and construction workers and inspectors on lead-safe work practices and regulatory compliance with the U.S. Environmental Protection Agency (EPA) and Occupational Health and Safety Administration (OSHA).

Lead Hazard Remediation Program Contract Amendment Transmittal Page 5

The LAHD is requesting authority to execute contract amendments with each of the four approved Outreach, Education, and Enrollment contractors to increase funding by \$54,500 per contractor for a total contract amount \$104,500 and extend the contract term by 12 months to December 31, 2013. In addition, LAHD is requesting authority to extend the contract term by 12 months to December 31, 2013 for each of the approved Training contractors. These contracts are an important component of the LHRP and support the outreach and education requirements of the Lead Hazard Reduction Demonstration Grants.

FISCAL IMPACT STATEMENT

These activities are funded by HUD Grant funds. There will be no fiscal impact to the General Fund. Funding for these contracts has been approved by the HUD-OHHLHC, City Council and the Mayor (C.F. 10-1140-S5).

Lead Hazard Remediation Program Contract Amendment Transmittal Page 6

Reviewed by:

LISETH-ROMERO-MARTINEZ
Rehabilitation Project Coordinator II

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:

Approved by:

Executive Officer

MERCEDES M. MÁRQUEZ Interim General Manager

FIRST AMENDMENT TO AGREEMENT NUMBER <u>C-120119</u> OF CITY OF LOS ANGELES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND COALITION FOR ECONOMIC SURVIVAL

THIS FIRST AMENDMENT to Agreement Number <u>C-120119</u> of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and <u>Coalition for Economic Survival</u>, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective <u>January 1, 2012</u> and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section $\underline{506}$ of the Agreement provides for amendments to the Agreement; and

WHEREAS, The Agreement contemplated that modifications and closeout activities may be required after the time set forth in "§201 Time of Performance" of the Agreement; 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 Number dated) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of Fifty-Four Thousand Five Hundred Dollars (\$54,500) for a new total of One Hundred Four Thousand Five Hundred Dollars (\$104,500); (b) adding an additional twelve (12) months for a new ending date of December 31, 2013; (c) adding additional services; and (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 the Contractor agree that the Agreement be amended effective <u>January 1, 2013</u> as follows:

AMENDMENT

- §1. Amend Section 201 Time of Performance by deleting the current ending date of December 31, 2012 and replacing with the new ending date of December 31, 2013. This amendment adds an additional twelve (12) months for a total term of twenty-four (24) months.
- §2. Amend Section 202 <u>Services to be Provided by the Contractor</u> Subsection 1, <u>Door –to-Door Education and Outreach</u> by deleting it in its entirety and replacing it as follows:

1. Door-to-Door Education and Outreach

The Contractor shall be required to make 1,350 in-person contacts with adult residents in either single-family or multi-family units for a minimum time period of ten (10) minutes. During the agreement period, the contractor shall:

- a. Educate occupants on the hazards of lead-based paint, lead safe work practices and lead poisoning prevention including distributing the Environmental Protection Agency's booklet "Protect your Family from Lead in Your Home and Keep It Clean" and/or other pamphlets that may be helpful in preventing lead poisoning.
- b. Inform residents, landlords, and property owners of the LHRP, Systematic Code Enforcement Program (SCEP), and other Programs that may be of assistance in preventing lead poisoning.
- c. Obtain necessary information from participating household occupant(s), (including, income, unit address, type of unit, age of building, list of household occupants, number and name of children less than 6 years of age residing or visiting, name of landlord or owner, contact person).
- d. Keep written records of the initial visit and all follow up visits.
- §3. Amend Section 202 <u>Services to be Provided by the Contractor</u> Subsection 2, <u>Target Meetings</u> by deleting it in its entirety and replacing it as follows:

2. Target Meetings

The Contractor shall conduct **30** meetings which includes pre-scheduled "on-site" meetings, consisting of four or more people in attendance, with specific groups (tenants, landlords, parent groups, child-care providers, and real estate professionals). At these meetings, the information discussed, provided, and disseminated shall be the same information as specified in .the above Section B.1. (Door-to-door Education and Outreach).

§4. Amend Section 202 <u>Services to be Provided by the Contractor</u> Subsection 3, <u>Neighborhood Meetings/Community Meetings/Health Fairs</u> by deleting it in its entirety and replacing it as follows:

3. Neighborhood Meetings/Community Meetings/Health Fairs

Contractor shall conduct 10 meetings which Neighborhood/Community meetings and 10 events which are Health Fairs, organized within a specific block or Council District. This type of meeting may be conducted as part of another neighborhood or community meeting for the benefit of educating residents on topics such as "lead poisoning prevention and control," as well as the City's LHRP. At these meetings, the information discussed, provided, and disseminated shall be the same information identified in Section B.1. (Door-to-door Education The outreach contractor shall develop effective and Outreach). techniques and methods for reaching its target audience. A copy of the presentation must be submitted to the LHRP. A minimum of ten (10) residents shall be in attendance.

§4. Amend Section 202 <u>Services to be Provided by the Contractor</u> Subsection 4, <u>Referrals of Units to the LHRP</u> by deleting it in its entirety and replacing it as follows:

4. Referral of Units to the LHRP

The Contractor shall be required to submit a minimum of, sixty-six (66) units for participation into the LHRP and collect fifty (50) complete applications. For the applications to count toward a Contractor's benchmarks as a completed application, the following must be submitted for each project:

- a. Owner's Application
 - 1. Completed LHRP Owner's Application
 - 2. Title / Grant Deed (Any supporting documentation, if necessary)
 - Property Insurance
 - 4. Proof of Income, if owner occupied
 - 5. Copy of Lead Blood Test, if owner occupied
- b. Tenant Application (Rental Units)
 - 1. Completed LHRP Tenant's Application
 - Proof of Income
 - 3. Copy of Lead Blood Test, if applicable

A complete application must be provided for every unit in the project. In the case that there are non-participating units or vacant units, contractor must first submit project to the LHRP who will review the project on a case by case basis. If the project is accepted, non-participating units will not be credited towards the Contractor's benchmarks. If a unit is vacant, a memo must be provided stating the complete address for the unit, and that it is vacant. The vacant unit memo will count as a completed application. Once the complete project applications have been received, the number of participating units will be credited towards the Contractor's benchmarks.

§3. Amend Section 301A <u>Compensation and Method of Payment</u> by deleting the total dollar amount of Fifty Thousand Dollars (\$50,000) and replacing with the new total dollar amount of One Hundred Four Thousand Five Hundred Dollars (\$104,500).

This amendment adds an additional Fifty-Four Thousand Five Hundred Dollars (\$54,500) for a new total of One Hundred Four Thousand Five Hundred Dollars (\$104,500).

- §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 two (2) 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.

For: THE CITY OF LOS ANGELES
MERCEDES M. MÁRQUEZ General Manager Los Angeles Housing Department By
Executed this day of, 2013 For: Coalition for Economic Survival
By
By Title: Date: Date of Approval City Contracts Amendment1

FIRST AMENDMENT TO AGREEMENT NUMBER <u>C-120334</u> OF CITY OF LOS ANGELES CONTRACT BETWEEN THE CITY OF LOS ANGELES AND NATIONAL ECON CORPORATION

THIS FIRST AMENDMENT to Agreement Number <u>C-120334</u> of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and <u>National Econ Corporation</u>, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective <u>January 1, 2012</u> and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section <u>506</u> of the Agreement provides for amendments to the Agreement; and

WHEREAS, The Agreement contemplated that modifications and closeout activities may be required after the time set forth in "§201 Time of Performance" of the Agreement; 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 Number dated) which authorizes the General Manager of the Los Angeles Housing Department 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 December 31, 2013; and (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 the Contractor agree that the Agreement be amended effective <u>January 1, 2013</u> as follows:

AMENDMENT

- §1. Amend Section 201 Time of Performance by deleting the current ending date of December 31, 2012 and replacing with the new ending date of December 31, 2013. This amendment adds an additional twelve (12) months for a total term of twenty-four (24) months.
- §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 two (2) 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: CARMEN A. TRUTANICH, City Attorney	Executed this day of, 2012
By Deputy/Assistant City Attorney Date	For: THE CITY OF LOS ANGELES MERCEDES M. MÁRQUEZ Interim General Manager Los Angeles Housing Department
ATTEST: JUNE LAGMAY, City Clerk	Ву
By Deputy City Clerk	Executed this day of, 2012
Date	For: National Econ Corporation
(Contractor's Corporate Seal or Notary)	By Mark Ervin, President
	ATTEST:
	By Title: Date:
City Business License Number: <u>59043-0001-4</u> Internal Revenue Service Number: <u>95-4087573</u> Council File/CAO File Number: <u>C-120334</u> of City C	Date of Approval