

Ann Sewill, General Manager
Tricia Keane, Executive Officer

Daniel Huynh, Assistant General Manager
Anna E. Ortega, Assistant General Manager
Luz C. Santiago, Assistant General Manager

City of Los Angeles



Eric Garcetti, Mayor

LOS ANGELES HOUSING DEPARTMENT

1200 West 7th Street, 9th Floor
Los Angeles, CA 90017
Tel: 213.808.8808

housing.lacity.org

August 8, 2022

Council File: 12-0968-S5
Council Districts: 1, 8 & 9
Contact Persons:
Courtney Durham: (213) 808-8833
George Guillen: (213) 808-8622

Honorable Members of the City Council
City of Los Angeles
c/o City Clerk, City Hall
200 N. Spring Street
Los Angeles, CA 90012

COUNCIL TRANSMITTAL: REQUEST FOR AUTHORITY TO EXECUTE A FIRST AMENDMENT TO CITY CONTRACT C-135171 WITH NEW ECONOMICS FOR WOMEN TO EXTEND THE CONTRACT TERM FOR A FOURTH YEAR TO NOVEMBER 30, 2023, TO PROVIDE SERVICES RELATED TO HOMEOWNERSHIP WITHIN THE USC NEXUS STUDY AREA FOR THE USC AFFORDABLE HOUSING PROGRAM

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests authority to execute the first amendment to the city's contract, C-135171 with New Economics for Women (NEW) to extend the contract term for one additional year, to November 30, 2023, for services related to the USC Affordable Housing Program and Services.

On December 16, 2019, the Mayor and City Council approved LAHD's request to negotiate and execute a three-year contract with NEW, from December 1, 2019, through November 30, 2022, to provide homebuyer training to the residents in the USC Nexus Study Area (CF. 12-0968-S5). As a result of the COVID-19 pandemic, NEW's ability to provide training to residents was halted. LAHD is requesting authority to extend the contract term for one additional year to allow NEW to complete their work.

RECOMMENDATIONS

- I. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of LAHD, or designee, to extend the contract term with New Economics for Women one additional year, for a new end date of November 30, 2023, subject to review and approval by the City Attorney as to form and in compliance with the City's contracting requirements.

BACKGROUND

As part of the University of Southern California (USC) Village development, USC agreed to contribute up to \$20 million to the City's Affordable Housing Trust Fund, to preserve and develop new affordable housing in the USC Nexus Study Area. With the initial \$10.0 million dollars, the Mayor and City Council authorized LAHD to release a Request for Proposals (RFP) for qualified contractors to provide services for preserving affordable housing in the USC Nexus Area. This included providing Homebuyer Education Counseling Services to neighborhood residents for a period of three years for \$50,000. After all, proposals were reviewed and scored, NEW was selected and approved as the qualified contractor for providing services.

Implementation Status

In December 2019, just after the contract was executed with NEW, the City of Los Angeles was impacted by the COVID-19 pandemic, which restricted outreach and interaction with community members and delayed implementation of the contract services. To date, COVID-19 remains a concern to public health in the County of Los Angeles. On April 25, 2022, safety protocols in the greater Los Angeles area were updated (Safer L.A. Order) requiring all persons living and working within the City of Los Angeles to continue practicing COVID-19 infection control measures at all times and when among other persons in the community, work, social, or school settings, especially when in indoor or crowded outdoor settings. This provision still impacts NEW's ability to perform their work efficiently and limits their ability to conduct large community group meetings and provide individual training in a timely fashion.


NEW has recently provided LAHD with a schedule of planned activities for implementation of work, which includes marketing and outreach to community agencies, elected officials, stakeholders and grassroots organizations; and provides homebuyer educational training and housing-related referrals.

LAHD would like to extend the term of the contract for one additional year to November 30, 2023. The scope of work and deliverables include: a) providing **homebuyer education counseling for 250 individuals**; b) providing **pre-purchasing housing counseling for 50 individuals**; and c) hosting **5 homebuyer education workshops**. Additionally, NEW will provide a dedicated hotline, referrals services, and quarterly reports to LAHD that document the number of constituents assisted, and whether the measurable goals have been achieved.

FISCAL IMPACT

There is no impact on the General Fund. To implement work for the additional year, NEW will utilize the unspent funds from the existing budget that was previously appropriated for this purpose. Funding from the USC village development was deposited into the Affordable Housing Trust Fund (C.F. No. 12-0968-S5). This request does not add any additional funding to the existing contract amount.

Approved By:



ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENT:

N.E.W - C-135171-1 Pro Forma

FIRST AMENDMENT
TO AGREEMENT NUMBER C-135171 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
NEW ECONOMICS FOR WOMEN

THIS FIRST AMENDMENT to Agreement Number C-135171 (“Agreement”) 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 New Economics for Women, a California nonprofit corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein the Contractor shall provide USC Homebuyer Education Counseling services with original funds from the Housing and Community Investment Department (“HCID”) budget pursuant to the Affordable Housing Trust Fund, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to 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 12-0968-S5 approved by City Council on XXXX XX, 2022 and concurred by the Mayor on XXXX XX, 2022), which authorizes the General Manager of the City’s Los Angeles Housing Department (formerly known as the Housing and Community Investment Department or HCID) to prepare and execute an amendment to the Agreement for the purpose of: (a) adding an additional twelve (12) months for a new Agreement ending date of November 30, 2023; (b) updating standard City contract provisions; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, pursuant to City Ordinance Number 187122, effective August 8, 2021, the Housing and Community Investment Department was re-named the Los Angeles Housing Department (“LAHD”); 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:

FIRST AMENDMENT

- §1. Amend the Agreement by deleting all references to “Housing and Community Investment Department” and replacing it with “Los Angeles Housing Department.”
- §2. Amend the Agreement by deleting all references to “HCID” and replacing it with “LAHD.”
- §3. Amend Section 102.A.1., “Representatives of the Parties and Service of Notices”, by deleting it in its entirety and replacing it with the following:

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

Ann Sewill, General Manager
Los Angeles Housing Department
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

With copies to:

Magdalena Zakaryan, Interim Director
Los Angeles Housing Department
Housing Strategies and Services Division
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017”

- §4. Amend Section 201, “Time of Performance”, by deleting the current ending date of November 30, 2022, and replacing it with a new ending date of November 30, 2023.

This amendment adds an additional twelve (12) months for a total term of forty-eight (48) months.

- §5. Amend Section 448, “Work Not In Scope of Services”, by adding the following paragraph underneath the existing:

“Effective October 20, 2021, pursuant to Los Angeles Administrative Code Section 4.700, et seq., any and all employees of the Contractor and/or persons working on their behalf who (1) interact with City employees, (2) are assigned to work on City property for the provision of services, and/or (3) come into contact with the public during the course of work specified in this Agreement on behalf of the City must be fully vaccinated with the Covid-19 vaccine. Any subcontract entered into by the Contractor for work to be performed under this Contract must include an identical provision.”

§6. Amend to add Section 449, “Compliance With Current Applicable Safety Protocols And Laws” by adding the following:

“449 Compliance With Current Applicable Safety Protocols And Laws

The Contractor, and any of its subcontractors, if applicable, shall comply with any and all safety protocols, current laws, regulations, and public health orders related to the COVID-19 pandemic to ensure the health and safety of the Contractor’s employees, any subcontractors, and the public.”

§7. Amend to add Section 450, “COVID-19” by adding the following:

“§450 COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.”

§8. Amend Exhibit D, “Professional Fee Schedule”, by deleting entire exhibit and replacing with the revised Exhibit D, which is attached hereto and incorporated herein.

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

§10. This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes () pages, and **One (1) Exhibit**, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

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

Executed this ___ day of _____ 2022

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

ANN SEWILL
General Manager
LOS ANGELES HOUSING
DEPARTMENT
(formerly known as Housing and
Community Investment Department)

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Date _____

Executed this ___ day of _____ 2022

For: NEW ECONOMICS FOR WOMEN

(Contractor's Corporate Seal)

By _____
Magdalena Cervantes
Executive Director

City Business License Number: 0000824457-0001-7
Internal Revenue Service ID Number: 95-3969029
Council File/CAO File Number: 12-0968-S5; Date of Approval: X/X/22
Said Agreement is Number C-135171 of City Contracts, Amendment 1

EXHIBIT D
PROFESSIONAL FEE SCHEDULE

The total budget for providing services including, the cost of staffing, materials and supplies is up to a maximum of fifty thousand dollars (\$50,000).

Compensation for services rendered shall be made in accordance to the following fee schedule:

| | Description | Amount | Total |
|---|--|---------------|--------------|
| 1 | Homebuyer's Education for 250 individuals @ \$100 each | 250 x \$100 | \$25,000 |
| 2 | Pre-Purchase Counseling for 50 individuals @ \$200 each | 50 x \$200 | \$10,000 |
| 3 | 5 Homebuyer's Educational Workshop @ \$3,000 for each workshop | 5 x \$3,000 | \$15,000 |
| | TOTAL AMOUNT= | | \$50,000 |

The contractor shall provide invoice and supporting documentation for payment of fee including a list of attendees, sign-in sheets or other supporting documentation as agreed upon by LAHD. Billing shall be conducted monthly, upon completion of work.