



Strategic Planning & Policy Division

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Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

June 9, 2015

Council File: 12-1470

Council Districts: Citywide

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

Attention: Mandy Morales, Legislative Coordinator

COUNCIL TRANSMITTAL: REQUEST FOR APPROVAL TO EXECUTE AMENDMENT TO THE LEGISLATION AND REGULATIONS CONTRACT WITH CHRISTINE MINNEHAN & ASSOCIATES FOR PROVIDING CONSULTING SERVICES TO IDENTIFY IMPACTS OF VARIOUS STATE AND LOCAL HOUSING LEGISLATION, REGULATIONS, AND POLICIES ON LOS ANGELES RESIDENTS AND CITY OPERATIONS

SUMMARY

The Los Angeles Housing + Community Investment Department (HCIDLA) hereby respectfully requests authority to execute the fourth and final amendment of its contract to provide legislation and regulations consulting services. The existing contract (contract number C-121428) between the City of Los Angeles (City) and Christine Minnehan & Associates (Contractor) has a contract amount of \$315,000 for the contract term from July 1, 2012 to June 30, 2015. The proposed fourth amendment will allow the City to extend the term of the contract by six months to end on December 31, 2015 and to increase the total contract amount by \$60,000, from \$315,000 to \$375,000.

Approval of this fourth amendment to the contract will enable HCIDLA to continue utilizing the services of the Contractor to provide assessment of and advice on proposed statewide legislation, regulations, and policies on housing, rent stabilization, mobile home parks, code enforcement and redevelopment; provide analysis of proposed housing programs and issues; and identify legislative changes and initiatives, as well as new funding sources HCIDLA should pursue.

A copy of this transmittal, along with the draft of the fourth contract amendment, has been forwarded to the City Attorney for concurrent review and approval as to form.

RECOMMENDATIONS

The General Manager, HCIDLA, respectfully recommends that:

1. Your office schedule this transmittal at the next available meeting(s) of the appropriate City Council committee(s) and forward it to City Council for review and approval immediately thereafter; and
2. The City Council, subject to the approval of the Mayor, take the following actions:
 - A. AUTHORIZE the General Manager, HCIDLA, or designee, to execute a fourth contract amendment with Christine Minnehan & Associates, extending the term of the contract from three years to three years and six months, ending on December 31, 2015 and increasing the authorized contract amount by \$60,000, from \$315,000 to \$375,000, subject to the approval of the City Attorney as to form;
 - B. AUTHORIZE the City Controller to expend funds upon proper demand of the General Manager, HCIDLA, or designee, from Department 43 as follows:

Fund Number	Fund Name	Account	Amount
41M	Systematic Code Enforcement Trust Fund	L412	\$30,000
440	Rent Stabilization Trust Fund	L412	\$30,000
		TOTAL	\$60,000

- C. AUTHORIZE the General Manager, HCIDLA, or designee, to prepare Controller's instructions and make any technical adjustment consistent with the Mayor and City Council action on this and other approved projects, subject to the approval of the City Administrative Officer, and instruct the Controller to implement these instructions in accordance with the funding allocations approved by the Mayor and City Council.

BACKGROUND

HCIDLA is the City's primary housing agency, dedicated to the production and preservation of affordable housing. The Department combines police powers of the City's rental and habitability laws, capital subsidy, tax-exempt finance, and advocacy to meet the City's housing needs. The Department also acts as the City's housing finance agency, providing funds for the development of housing affordable to low and very low income residents and first-time home buyers. Effective July 1, 2013, the neighborhood development components of the Community Development Department were consolidated with the former Los Angeles Housing Department (LAHD) to form HCIDLA to provide a unified vision for housing and community development actions in the City. HCIDLA's resources will continue to be redeployed in an integrated manner to provide services that include neighborhood development, rent stabilized housing, code enforcement, asset-building services, family and youth programs among other supportive resources.

To meet its multiple objectives and/or adapt to emerging needs, HCIDLA has periodically looked to experts in highly specialized fields to provide adequate guidance and information on specific subjects. On November 6, 2012, the City Council and the Mayor approved the qualified list of contractors selected through a Request for Qualifications for Housing Studies and Services (CF 12-1470) and authorized HCIDLA (formerly LAHD) to execute a contract with the Contractor to provide legislative and regulation consulting services. The Contractor was the top scoring candidate in the RFQ's Legislation and Regulations category receiving a total of 97 points from a possible 100 points. Under the contract, the Contractor will advise HCIDLA staff on pertinent affordable housing, rent stabilization, code enforcement, redevelopment and overall tenant legislation, including those pertaining to mobile home parks; provide analysis, technical assistance, and consultation services regarding proposed or pending state housing legislation, administrative regulations, or draft Notices of Funding Availability (NOFAs) from the California Housing Finance Agency, the California Department of Finance, the California Department of Housing and Community Development (HCD), etc.; provide legislative support and expertise through conference calls and in-person meetings on pending housing legislation, regulations, and NOFAs; conduct meetings with HCIDLA staff as designated at key points in the legislative year to discuss impacts, possible amendments, deadlines for taking positions, and strategic advice as well as assess results; meet with City officials as needed to discuss housing legislation and regulations; and identify key legislative and administrative personnel in Sacramento who can provide additional information on vital housing legislation. On August 5, 2013, the Mayor approved an amendment to the contract extending the term of the contract for one year to end on June 30, 2014 (CAO Report Number 0220-00540-1053). On May 14, 2014, the Mayor approved an amendment to the contract extending the term of the contract for one year to end on June 30, 2015 (CAO Report Number 0220-00540-1089).

In a time of dwindling resources, it is critical to obtain expert support to provide an assessment of statewide housing legislative proposals and to clarify regulations that govern the use of affordable housing dollars as well as rent stabilized housing, code enforcement and redevelopment programs. With the demise of the redevelopment agency, many municipalities, including the City of Los Angeles, lost the only local source of affordable housing financing. In Los Angeles, the loss represents approximately \$50 million annually. Additionally, the cuts at the federal level continuously threaten local affordable housing development and preservation efforts. These unique circumstances merit additional support to help HCIDLA pursue new sources of affordable housing funds, ensure a fair share distribution of statewide funds for the City, and conduct analysis on the cumulative effects of proposed regulations that enhance or restrict our code enforcement and rent stabilization programs.

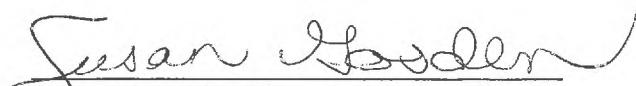
Approval of the proposed fourth amendment to the contract will enable HCIDLA to continue utilizing the services of the contractor for the remainder of the current legislative session. The Contractor will continue to provide vital assessment and advice related to key State legislative bills that may produce opportunities for funding affordable housing and preservation of the multifamily stock subject to the Rent Stabilization Ordinance (RSO) as well as continued guidance on the City's Systematic Code Enforcement Program (SCEP).

Honorable Eric Garcetti
Legislative and Regulations
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FISCAL IMPACT

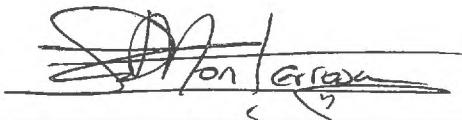
There is no impact to the General Fund. Funding for the contract amendment will be provided by the Code Enforcement Trust Fund and Rent Stabilization Trust Fund.

Prepared by:



SUSAN GOSDEN
Senior Management Analyst II
Rent Stabilization Division

Reviewed by:



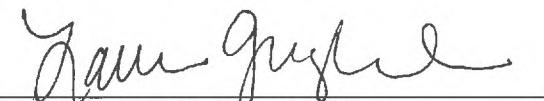
CLAUDIA MONTERROSA
Director
Public Policy and Research Unit

Reviewed by:



ROBERTO ALDAPE
Assistant General Manager
Los Angeles Housing + Community
Investment Department

Approved by:



LAURA K. GUGLIELMO
Executive Officer
Los Angeles Housing + Community
Investment Department

Approved by:



RUSHMORE D. CERVANTES
General Manager
Los Angeles Housing + Community
Investment Department

Attachment

-Draft Contract

FOURTH AMENDMENT
TO AGREEMENT NUMBER C-121428 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
CHRISTINE MINNEHAN & ASSOCIATES

THIS FOURTH AMENDMENT to Agreement Number **C-121428** 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 Christine Minnehan & Associates, a sole proprietorship, 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 July 1, 2012 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 505 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 Council and the Mayor (refer to Council File Number _____ dated and concurred by the Mayor on _____), which authorizes the General Manager of the Los Angeles Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Sixty Thousand Dollars (\$60,000)** for a new total of **Three Hundred Seventy-Five Thousand Dollars (\$375,000)**; (b) adding an additional six (6) months for a new ending date of **December 31, 2015**; and (c) 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 as follows:

FOURTH AMENDMENT

- §1. Amend Section 201, "Time of Performance", by deleting the current ending date of June 30, 2014 and replacing with the new ending date of December 31, 2015. This amendment adds an additional six (6) months for a total term of **Forty-two (42) months.**
- §2. Amend Section 301A, "Compensation & Method of Payment", by deleting the current total dollar amount of Three Hundred Fifteen Thousand Dollars (\$315,000) and replacing with the new total dollar amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000).

This amendment adds an additional Sixty Thousand Dollars (\$60,000) for a new total dollar amount of Two Three Hundred Seventy-Five Thousand Dollars (\$375,000).

- §3. Amend section **§410** by deleting it in its entirety and replacing with the following:

§410 Nondiscrimination and Affirmative Action

A. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment, denial of family and medical care leave; denial of pregnancy disability leave or reasonable accommodations against any employee or applicant for employment because of such person's race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity, gender expression, transgender status, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code §10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of One Thousand Dollars (\$1,000) but not more than One Hundred Thousand Dollars (\$100,000), the Equal Opportunity practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of One Hundred Thousand Dollars (\$100,000), the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code §10.8.4,

in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this section.

D. No person shall on the grounds of race, ancestry, color, citizenship, national origin, religion, sex, sexual orientation, gender identity/expression, transgender status, age, marital status, family status, domestic partner status, physical handicap, mental disability, medical condition, political affiliation or belief be excluded from participation in, be denied the benefit of, or be subjected to discrimination under this program/project. For purposes of this Section, Title 24 Code of Federal Regulations Part 107 and Section 570.601(b) defines specific discriminatory actions that are prohibited and corrective action that shall be taken in situation as defined therein.

§4. Amend section **§411** by deleting it in its entirety and replacing with the following:

Section §411. Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this contract, Contractor agrees and represents that it will provide equal employment practices and Contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. Contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, transgender status, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment practices provisions of City contracts. Contractor shall, upon request, provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City. In addition such failure to comply may be the basis for a determination by the awarding authority or the Board of Public

Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§5. Amend to add **Section §434** to read as follows:

Section §434. Compliance with Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

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

§7. This Amendment is executed in three (3) originals, each of which is deemed to be an original. This Amendment includes seven (7) pages which constitute the entire understanding and agreement of the parties.

SPACE BELOW INTENTIONALLY LEFT BLANK

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

Executed this _____ day of _____, 2015

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy / Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
General Manager
Housing and Community Investment
Department

Date: _____

By: _____
Print name: _____
Title: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

Executed this _____ day of _____, 2015
For: Christine Minnehan and Associates

By: _____
Deputy City Clerk
Date: _____

By _____
Print Name: CHRISTINE MINNEHAN
Title: Consultant

(Contractor's Corporate Seal)

ATTEST:
By _____
Print Name _____
Title _____

City Business License Number: 0002417139-0001-7
Internal Revenue Service ID Number: XXX-XX-9778

Contract/Amendments	Council File Number	Council & Mayor Approval Dates
Fourth Amendment		
Third Amendment	CAO#0220-00540-1089	May 14, 2014
Second Amendment	CAO#0220-00540-1053	08/05/2013
First Amendment	CAO#0220-00540-1032	03/28/13
Original Contract	12-1470	11/06/2012

Said Agreement is Number C-121428 of City Contracts, Amendment 4