

## TRANSMITTAL

To: **THE COUNCIL**

Date: **09/08/23**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in black ink, appearing to read "Chris Thompson", with a long horizontal flourish extending to the right.

(Chris Thompson) for

**KAREN BASS**  
Mayor

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



**Karen Bass, Mayor**

LOS ANGELES HOUSING DEPARTMENT  
1200 West 7th Street, 9th Floor  
Los Angeles, CA 90017  
Tel: 213.808.8808  
[housing.lacity.org](http://housing.lacity.org)

August 14, 2023

Council File: NEW  
Council Districts: Citywide  
Contact Persons: Daniel Huynh: (213) 808-8901  
Johanna Arias-Bhatia: (323) 447-2923

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

Attention: Heleen Ramirez, Legislative Coordinator

**COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE CONTRACT AMENDMENTS TO ADD FUNDING TO CONTRACT C-142103 WITH OVERLAND, PACIFIC, & CUTLER, LLC AND TO ADD FUNDS TO HANDYWORKER CONTRACTS C-141265 WITH AG PACIFIC CONSTRUCTION & DEVELOPMENT AND C-141422 WITH WATTS LABOR COMMUNITY ACTION COMMITTEE**

### **SUMMARY**

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. Through this transmittal, LAHD seeks approval, and requests authority to amend Lead Hazard Remediation Program (LHRP) and Handyworker Program contracts to reallocate program funds to continue the provision of lead remediation and home repair services to income qualified residents of the City of Los Angeles.

LAHD is requesting approval to disencumber \$200,000 in LHRP funds from the LHRP outreach contracts, which expired on July 14, 2023, and reallocate them to increase the contract with Overland, Pacific, & Cutler LLC (OPC) to assist with enrollment and relocation services. LAHD will amend the OPC contract to include outreach tasks and deliverables.

LAHD is also requesting approval to reallocate \$362,447 of Community Development Block Grant (CDBG) funds originally awarded to Pacific Asian Consortium in Employment (PACE) in Handyworker contract C-141331 as part of the 49th Program Year 2023-24 Consolidated Plan ("PY49 ConPlan, C.F. No. 22-1205-S1); and to transfer the funds to the other two approved Handyworker contracts: City Contract No. C-141265 with AG Pacific Construction & Development Corporation (AGPC) and City Contract No. C-141422 with Watts Labor Community

Action Committee (WLCAC). The reallocation will allow the City to continue providing services in the East Los Angeles, West Los Angeles, and Harbor Neighborhood Service Areas (NSAs).

## **RECOMMENDATIONS**

- I. That the Mayor review this transmittal and forward to the City Council for further action;
- II. That the City Council, subject to the approval of the Mayor:
  - A. AUTHORIZE the General Manager of LAHD, or designee, to execute a first amendment to City Contract C-142103 with Overland, Pacific, & Cutler LLC (OPC) to increase the contract funding by \$200,000, for a new total of \$339,897.25;
  - B. FIND that the services to be performed by OPC are for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous and that the work can be performed more economically or feasibly by independent contractors than by City employees in accordance with Charter Section 1022;
  - C. AUTHORIZE the General Manager of LAHD, or designee, to execute a second amendment to City's Contract C-141265 with AG Pacific Construction & Development Corporation (AGPC); and to execute a first amendment to City Contract C-141422 with Watts Labor Community Action Committee (WLCAC), reallocating the \$362,447 in CDBG funds previously awarded to the City Contract C-141331 with Pacific Asian Consortium in Employment (PACE) evenly amongst the two contracts. The AGPC and WLCAC contracts will each increase by \$181,223.50 representing approximately 30 units each to complete within the East, West, and Harbor Neighborhood Service Areas in the City of Los Angeles to ensure that residents in these areas can continue to receive Handyworker services. As a result, the AGPC contract will have a new contract total of \$2,516,775.50 and the WLCAC contract will have a new contract total of \$577,047.50; and,
  - D. AUTHORIZE the General Manager of LAHD, or designee, to prepare Controller instructions and any necessary technical adjustments consistent with Mayor and City Council actions, subject to the approval of the City Administrative Officer (CAO), and instruct the Controller to implement the instructions.

## **BACKGROUND**

### **Lead Hazard Remediation Program (LHRP)**

The City's Lead Hazard Remediation Program (LHRP) is a comprehensive program designed to identify and control lead-based paint hazards in privately owned housing built before 1978, which was the year lead-based paint was banned for residential use. There are existing lead-based paint hazards found in pre-1978 homes that continue to pose serious health risks to residents, especially children under the age of six, who are the most vulnerable since their nervous systems are in the developing stages. LAHD administers the LHRP, which provides grants to remediate lead-based paint hazards for low-income households with children under the age of six, with the goal of mitigating lead-based health risks. Both rental or owner-occupied residences located throughout the City are eligible to participate in the program. Since the inception of the program, the LHRP has

made over 2,333 units lead-safe and expended a total of \$19,396,932 for remediation, an average investment of \$8,314 per unit. However, due to supply shortages and inflation, the average investment has increased substantially, to over \$15,000 per unit for a one-bedroom apartment and an average of \$25,000 for a single-family home.

LHRP was restricted to remote work only during the Safer-at-Home Emergency Order, which took effect on March 19, 2020 and was lifted April 19, 2022. The program resumed full operations after the order was lifted. The situation was further compounded by the looming fear of evictions following the lifting of the Covid-19 moratorium. The LHRP program requires participation and cooperation from both the property owner and the tenant. If the relationship is strained, it is less likely that either will participate in the program. LHRP, like all other HUD grantees, was issued a performance extension to meet the number of units required for the current HUD grant from July 2023 through July 2024 (with 90 days thereafter for close out).

Upon HUD's advice, LHRP is using the next twelve months to creatively target the communities most impacted by lead-based paint hazards in the City. These targeted areas (90011, 90018, and 90037 – see Image 1, below) were selected from a report generated by the California Department of Public Health Childhood Lead Poisoning Prevention Branch (CLPPB). This report, "California's Progress in Preventing and Managing Childhood Lead Exposure" – identifies zip codes within the City of Los Angeles having the highest lead blood levels for children under age six. Given this opportunity to pilot a new outreach plan, the LHRP is using unexpended funds from the three outreach contracts that expired on July 14, 2023 to specifically target those communities identified in the CLPPB report as most in need of services. LHRP will continue to enroll all interested constituents within the City of Los Angeles into the program, but will put additional time and focus as well as additional financial resources into those communities identified by the CLPPB.

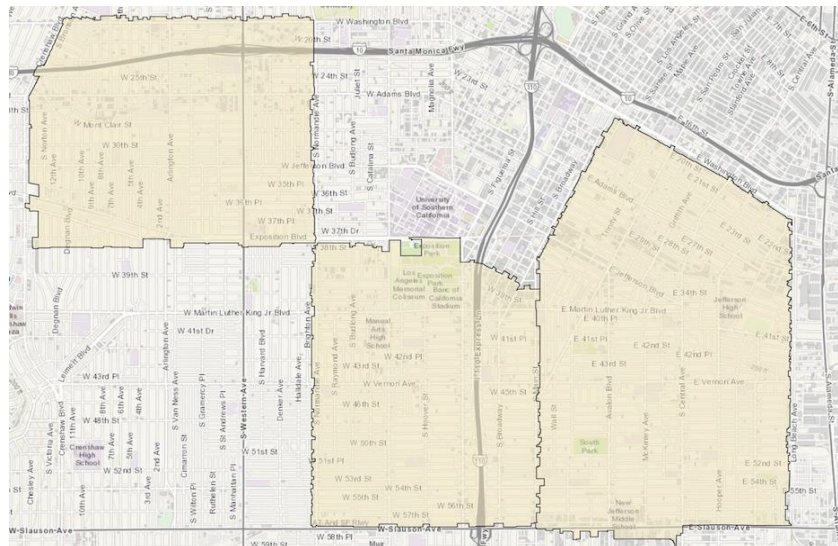


Image 1: Target Area

LHRP proposes to amend OPC's contract, and to reallocate funding from the unexpended outreach contract funds to OPC for outreach and relocation services.

OPC's vast knowledge and experience poises it to be the most effective entity to target the identified communities for outreach services. OPC has the ability to invest time and resources into the identified communities. This investment will ensure that residents are provided with the one-on-one services needed to walk a potential applicant through the complex HUD application process. Further, eligible occupants that meet the guidelines for relocation services will have the advantage of a pre-existing relationship with OPC. OPC can provide these specialized services from start to finish, which will create a better customer service experience for each resident.

OPC will relocate occupants in accordance with federal, state, and local relocation regulations when lead hazard remediation work cannot be performed in a dwelling unit without the risk of exposing occupants to lead-based paint hazards. All services identified in the remediation plan will be provided by professionals for any rehabilitation, abatement, and/or lead monitoring work performed under the LHRP, when applicable.

Amending, OPC's contract to include outreach services and the unexpended outreach contract funds in the amount of \$200,000 will, as mentioned above, help to ensure a superior level of service not possible prior to this time. Providing these targeted communities with one-on-one services from start to finish will enhance tenant experiences, assist LHRP with meeting its HUD grants deliverables, and will in turn provide better access to City of Los Angeles residents to these much needed services. Finally, OPC has over 50 years' experience working with municipalities and the communities they serve. Specifically, OPC has directly worked with the City of Los Angeles providing services under some of the most challenging circumstances. OPC is familiar with LHRP and the target areas needing services, they are highly qualified to provide these services.

#### The Handyworker Program

The Handyworker Program provides free minor home repair and accessibility improvements for low-income homeowners and renters aged 62 years and older and/or those persons who are permanently disabled. These services ultimately improve the health and safety of the home and benefit the community at large. Funding for the Handyworker Program comes from the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG), and is approved annually as part of the budget for the Consolidated Plan. CDBG specifies eligibility thresholds for homeowners and renters who earn 80% or less of Area Median Income (AMI) and reside in the City of Los Angeles. The maximum grant per household for minor home repairs is \$5,000 plus building permit fees, and an administrative service fee of \$650. For the installation of security and safety devices for renters, the maximum grant per household is \$600 for repairs, plus an administrative service fee of \$400.

Three General Contractors were approved to provide services for residents in Los Angeles. These contractors responded to a 2021 LAHD Handyworker Program Request for Proposals (RFP) and were selected and approved by the Mayor and City Council on June 8, 2022 (C.F. No. 21-1186-S1) to provide services in one or more of the seven Neighborhood Service Areas (NSA). The selected contractors and NSAs are as follows: 1) AG Pacific Construction & Development Corporation (AGPC) for South Los Angeles, Central Los Angeles, North Valley, and South Valley; 2) Watts Labor Community Action Committee (WLCAC) for South Los Angeles; 3) Pacific Asian Consortium in Employment (PACE) for East Los Angeles, West Los Angeles, and the Harbor area. LAHD executed

contract agreements with the three approved contractors to provide Handyworker services for Program Year 48 (July 1, 2022 to June 30, 2023). The distribution of resources and assignment of service providers for the Program are based upon seven NSAs and contractor capacity.

PACE has been a long-term contractor for the Handyworker Program but recently began to express interest in leaving the Program due to the high costs of construction materials as a result of inflation. PACE feels they cannot cover the costs of the Program and has decided not continue work after the end of Program Year 48 (June 30, 2023). Therefore, Handyworker staff is recommending that the remaining funds from PACE's current Contract C-141331 and upcoming amendment be divided evenly amongst the remaining two contractors: AGPC and WLCAC. Until this money is reallocated to these two contractors, a large portion of residents in the City previously served by PACE will be unable to access Handyworker services.

All contract extensions are subject to the following: contractor performance reviews, availability of funds, and compliance with City and federal contracting requirements.

**FISCAL IMPACT**

There is no impact to the General Fund.

Approved By:



ANN SEWILL  
General Manager  
Los Angeles Housing Department

**ATTACHMENTS:**

- Attachment 1 - OPC\_C-142103-2\_Draft
- Attachment 2 - AG Pacific\_C-141265-3\_Draft
- Attachment 3 - WLCAC\_C-141422-3\_Draft

SECOND AMENDMENT  
TO AGREEMENT NUMBER C-142103 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
OVERLAND, PACIFIC & CUTLER, LLC

THIS SECOND AMENDMENT to Agreement Number C-142103 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 Overland, Pacific & Cutler, LLC, a Delaware limited liability company, 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 December 8, 2022 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the “Agreement;” and

WHEREAS, on **Month Date**, 2023, the City and the Contractor entered into the First Amendment to (a) add additional funds in the amount of One Hundred Four Thousand Eight Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$104,897.25) for a new total of One Hundred Thirty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$139,897.25); (b) add an additional twelve (12) months for a new Agreement ending date of September 30, 2024; and

WHEREAS, PSC-5 of Exhibit A to the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the City Council and the Mayor (Council File Number **##-####** adopted by City Council on **Month Date**, 2023, and concurred by the Mayor on **Month Date**, 2023), which authorizes the General Manager of the City’s Los Angeles Housing Department (“LAHD”) to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Two Hundred Thousand Dollars (\$200,000)** for a new total of **Three Hundred Thirty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$339,897.25)**; (b) adding additional scope of work; 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:

[Remainder of page intentionally left blank.]

## SECOND AMENDMENT

- §1. Amend Section 301.A.1, “Compensation,” by deleting the contract total of “One Hundred Thirty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$139,897.25),” and replacing it with the new total of “**Three Hundred Thirty-Nine Thousand Eight Hundred Ninety-Seven Dollars and Twenty-Five Cents (\$339,897.25).**”

This amendment adds **Two Hundred Thousand Dollars (\$200,000)**.

- §2. Amend Exhibit G, “Scope of Work,” by adding an outline prefix and subheading of “I. Relocation Services” immediately after the heading of “Contractor Responsibilities.”
- §3. Amend Exhibit G, “Scope of Work,” by adding the following at the end of the current Exhibit G:

### “II. Outreach Services

#### A. LEAD Enrollment Services:

The Contractor shall be required to make in-person contact with adult residents in either single-family or multi-family units on site, where they live. During this period, the Contractor shall be required to:

- i. Educate occupants on lead-based paint hazards, lead safe work practices and lead poisoning prevention. The Contractor shall distribute the EPA’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.
- ii. Inform residents, landlords, and property managers of the LHRP, Systematic Code Enforcement Program (SCEP), and other programs that may be of assistance in preventing lead poisoning.
- iii. Build trust and rapport with applicant with the goal of obtaining 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 six years of age residing or visiting, name of landlord or owner, contact person).
- iv. Application Documentation

The Contractor shall be required to collect completed applications. For each application to count toward the Contractor's benchmarks as completed, the following shall be submitted for each unit on the property:



- a. Property Owner's Application
  - 1. Completed LHRP Owner's Application;
  - 2. Copy of the Title / Grant Deed (and any supporting documentation, if necessary);
  - 3. Copy of the Property Insurance;
  - 4. Proof of Income; and
  - 5. Copy of Lead Blood Test, if owner occupied.
- b. Tenant Application (Rental Units)
  - 1. Completed LHRP Tenant's Application;
  - 2. Proof of Income;
  - 3. Copy of Lead Blood Test, if applicable; and
  - 4. Documents 1-3 listed above for property owner.
- v. Provide multilingual services through translators and bilingual educational materials in English and the dominant language(s).
- vi. Keep written records of the initial visit and all follow-up visits. These reports should annotate any indicated special needs or participant concerns. Further, all documents should be scanned and uploaded onto LHRP's Google Drive. Maintain organized copies of wet signatures, to be collected by LHRP staff.

#### B. Marketing

The Contractor shall be required to collaboratively work with LHRP staff to propagate LHRP's services to residents in the City of Los Angeles. This could include: subcontracting printing, postage, delivery, signage, and other marketing devices including but not limited to social media, radio, and streaming services. These services could also include pre-scheduled "on-site" meetings, with specific groups (tenants, landlords, parent groups, child-care providers, and real estate professionals).

#### C. Reports

The Contractor shall be required to provide a quarterly narrative report, delivered electronically via email in a "MS Word" format, no later than the 10<sup>th</sup> day after the end of each quarter (Jan., April, July, and Oct.). The report shall include a summary of outreach and education activities conducted for the quarter (January-March, April-June, July-September, and October-December)."

- §4. Amend to add Exhibit K, "Application & Outreach Services (LEAD) Fee Schedule," attached hereto and incorporated herein.
- §5. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §6. This Amendment is executed in three (3) duplicate originals, each of which is deemed to

be an original. This Amendment includes five (5) pages and one (1) exhibit which constitute the entire understanding and agreement of the parties. Alternatively, this Amendment 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 Second Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_ 2023

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: CITY OF LOS ANGELES  
  
ANN SEWILL  
General Manager  
Los Angeles Housing Department

Date \_\_\_\_\_

ATTEST:  
  
HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Luz C. Santiago  
Assistant General Manager

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_ day of \_\_\_\_\_ 2023

Date \_\_\_\_\_

For: OVERLAND, PACIFIC &  
CUTLER, LLC

By \_\_\_\_\_  
Brian Everett  
Chief Executive Officer

By \_\_\_\_\_  
Jamie Lupo  
Senior Vice President

City Business License Number: 0000957553-0001-3  
Internal Revenue Service ID Number: 95-3559948  
Unique Entity Identification Number: SQ3TD87MKLM1  
Council File/CAO File Number: ##-####; Date of Approval: ##/##/2023  
Said Agreement is Number C-142103 of City Contracts, Amendment 2

**EXHIBIT K**  
**APPLICATION & OUTREACH SERVICES (LEAD)**  
**FEE SCHEDULE**

**TABLE 1: HOURLY RATE FOR SERVICES RENDERED**

<b>Hourly Rates</b>	<b>Cost</b>
Program Manager	\$200.00
Senior Project Manager	\$165.00
Project Manager/Project Controls Manager	\$150.00
Sr. Agent/Project Controls Analyst	\$135.00
Agent/Analyst	\$120.00
Relocation Specialist	\$105.00
Project Support/Administrative	\$90.00

**TABLE 2**

<b>APPLICATION &amp; OUTREACH SERVICES</b>	<b>Estimated Applications</b>	<b>Assigned Hours</b>	<b>Hourly Rate (Table One)</b>
Application Enrollment:	50-80	10 -12 hours per application	
Documentation Collection & Retention	50-80	4 - 6 hours per application	
Marketing		20 hours per month (12 months)	
Reporting on Activities		2 hours per month (12 months)	

THIRD AMENDMENT  
TO AGREEMENT NUMBER C-141265 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
AG PACIFIC CONSTRUCTION & DEVELOPMENT CORP.

THIS THIRD AMENDMENT to Agreement Number C-141265 of the City of Los Angeles Contract is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and AG Pacific Construction & Development Corp. (“Contractor”), a California for-profit corporation.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein Contractor shall provide certain services, said agreement effective August 31, 2022, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, ON XXXX ##, 2023, the City and Contractor entered into the First Amendment to (a) add additional funds in the amount of Five Hundred Thousand Dollars (\$500,000) for a new total of One Million Four Hundred Seventeen Thousand Seven Hundred Seventy-Six Dollars (\$1,417,776); and (b) extend the term of the Agreement to September 30, 2023; and

WHEREAS, ON XXXX ##, 2023, the City and Contractor entered into the Second Amendment to (a) add additional funds in the amount of Nine Hundred Seventeen Thousand Seven Hundred Seventy-Six Dollars (\$917,776) for a new total of Two Million Three Hundred Thirty-Five Thousand Five Hundred Fifty-Two Dollars (\$2,335,552); and (b) extend the term of the Agreement to September 30, 2024; and

WHEREAS, PSC-5 of Exhibit A to the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the City Council and the Mayor (Council File Number ##-#### adopted by City Council on XXXXXXXX ##, 2023, and concurred by the Mayor on XXXXXXXX ##, 2023), which authorizes the General Manager of the City’s Los Angeles Housing Department (“LAHD”) to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **One Hundred Eighty-One Thousand Two Hundred Twenty-Three Dollars and Fifty Cents (\$181,223.50)** for a new total of **Two Million Five Hundred Sixteen Thousand Seven Hundred Seventy-Five Dollars and Fifty Cents (\$2,516,775.50)**; 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

as follows:

THIRD AMENDMENT

§1. Amend Section 301.A.1., “Compensation and Method of Payment,” by deleting the current total dollar amount of Two Million Three Hundred Thirty-Five Thousand Five Hundred Fifty-Two Dollars (\$2,335,552) and replacing it with the new total dollar amount of **Two Million Five Hundred Sixteen Thousand Seven Hundred Seventy-Five Dollars and Fifty Cents (\$2,516,775.50)**.

This amendment adds an additional **One Hundred Eighty-One Thousand Two Hundred Twenty-Three Dollars and Fifty Cents (\$181,223.50)**.

§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. Alternatively, this Amendment 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 Third Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

Executed this \_\_\_\_ day of \_\_\_\_\_ 2023

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: CITY OF LOS ANGELES

ANN SEWILL  
General Manager  
Los Angeles Housing Department

Date \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Luz C. Santiago  
Assistant General Manager

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_\_ day of \_\_\_\_\_ 2023

Date \_\_\_\_\_

For: AG PACIFIC CONSTRUCTION &  
DEVELOPMENT CORP.

(Contractor's Corporate Seal or Notary)

By \_\_\_\_\_  
Alex Guillen  
President and CEO Title)

By \_\_\_\_\_  
Kevin Guillen  
Secretary

City Business License Number: 002253360-0001-9  
Internal Revenue Service ID Number: 208545922  
Unique Entity Identification Number: XU19KLEJ9MJ6  
Council File/CAO File Number: ##-####; Date of Approval: ##/##/2023  
Said Agreement is Number C-141265 of City Contracts, Amendment 3



THIRD AMENDMENT  
TO AGREEMENT NUMBER C-141422 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
WATTS LABOR COMMUNITY ACTION COMMITTEE

THIS THIRD AMENDMENT to Agreement Number C-141422 of the City of Los Angeles Contract is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, and Watts Labor Community Action Committee (“Contractor”), a California nonprofit corporation.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein Contractor shall provide certain services, said agreement effective September 22, 2022, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, ON **XXXX ##**, 2023, the City and Contractor entered into the First Amendment to extend the term of the Agreement to September 30, 2023; and

WHEREAS, ON **XXXX ##**, 2023, the City and Contractor entered into the Second Amendment to (a) add additional funds in the amount of One Hundred Ninety-Seven Thousand Nine Hundred Twelve Dollars (\$197,912) for a new total of Three Hundred Ninety-Five Thousand Eight Hundred Twenty-Four Dollars (\$395,824); and (b) extend the term of the Agreement to September 30, 2024; and

WHEREAS, PSC-5 of Exhibit A to the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the City Council and the Mayor (Council File Number **##-####** adopted by City Council on **XXXXXXXX ##**, 2023, and concurred by the Mayor on **XXXXXXXX ##**, 2023), which authorizes the General Manager of the City’s Los Angeles Housing Department (“LAHD”) to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **One Hundred Eighty-One Thousand Two Hundred Twenty-Three Dollars and Fifty Cents (\$181,223.50)** for a new total of **Five Hundred Seventy-Seven Thousand Forty-Seven Dollars and Fifty Cents (\$577,047.50)**; 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 as follows:

[Remainder of page intentionally left blank.]

THIRD AMENDMENT

- §1. Amend Section 301.A.1, “Compensation and Method of Payment,” by deleting the current total dollar amount of Three Hundred Ninety-Five Thousand Eight Hundred Twenty-Four Dollars (\$395,824) and replacing it with the new total dollar amount of **Five Hundred Seventy-Seven Thousand Forty-Seven Dollars and Fifty Cents (\$577,047.50)**.

This amendment adds an additional **One Hundred Eighty-One Thousand Two Hundred Twenty-Three Dollars and Fifty Cents (\$181,223.50)**.

- §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. Alternatively, this Amendment 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 Third Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

Executed this \_\_\_ day of \_\_\_\_\_ 2023

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: CITY OF LOS ANGELES

ANN SEWILL  
General Manager  
Los Angeles Housing Department

Date \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By \_\_\_\_\_  
Luz C. Santiago  
Assistant General Manager

By \_\_\_\_\_  
Deputy City Clerk

Executed this \_\_\_ day of \_\_\_\_\_ 2023

Date \_\_\_\_\_

For: WATTS LABOR COMMUNITY  
ACTION COMMITTEE

By \_\_\_\_\_  
Timothy Watkins  
President/CEO

By \_\_\_\_\_  
Dr. Messele Negash  
Vice President

City Business License Number: 000005696-0001-4  
Internal Revenue Service ID Number: 95-2412689  
Unique Entity Identification Number: GRDBRETBLMFC6  
Council File/CAO File Number: ##-####; Date of Approval: ##/##/2023  
Said Agreement is Number C-141422 of City Contracts, Amendment 3