

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

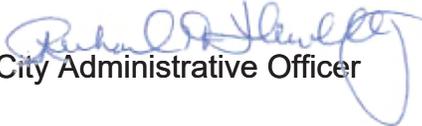
Date: May 11, 2021

CAO File No. 0220-00540-1534

Council File No. 21-0440

Council District: Citywide

To: The Mayor
The Council

From: Richard H. Llewellyn, Jr.,  City Administrative Officer

Reference: Housing and Community Investment Department transmittal dated March 23, 2021; Received by the City Administrative Officer on April 20, 2021; Additional Information Received through May 11, 2021

Subject: **REQUEST FOR AUTHORITY TO REPROGRAM \$114,000 IN HOUSING OPPORTUNITIES FOR PERSONS WITH HIV/AIDS (HOPWA) PROGRAM FUNDING AND AMEND THE HOUSING AUTHORITY OF THE CITY OF LOS ANGELES CONTRACT C-135968, AND AMEND AND REPROGRAM \$3,685 FOR THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY CONTRACT C-134027**

RECOMMENDATIONS

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

1. Authorize the General Manager of the Housing and Community Investment Department (HCID), or designee, to:
 - a. Execute a First Amendment to Contract No. C-135968 with the Housing Authority of the City of Los Angeles (HACLA), for the continued provision of rental assistance provided to clients of the Tenant-Based Rental Assistance (TBRA) Program to: 1) increase compensation by \$3,333,283 for cumulative compensation amount not to exceed \$6,666,566; 2) extend the term by 12 months retroactively from July 1, 2020 through June 30, 2021 for a cumulative term of two years; and, 3) reprogram the use of existing funds from the administrative use category to increase the rental assistance use category by \$114,000 from the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program Year 45 period July 1, 2019 through June 30, 2020 (C.F. 18-0968), in substantial conformance with the draft First Amendment attached to this report, subject to the approval of the City Attorney as to form and legality, contractor's performance, funding availability, and compliance with the City's contracting requirements;
 - b. Execute a Third Amendment to Contract No. C-134027 with the Los Angeles County

Development Authority (LACDA) for the continued provision of rental assistance provided to clients of the TBRA Program to reprogram the use of existing funds from the administrative use category to increase the rental assistance use category by \$3,685 from the HOPWA Program Year 46 period July 1, 2020 through June 30, 2021 (C.F. 19-1204), in substantial conformance with the draft Third Amendment attached to this report, subject to the approval of the City Attorney as to form and legality, contractor’s performance, funding availability, and compliance with the City’s contracting requirements; and,

- c. Prepare Controller instructions and any technical adjustments consistent with the Mayor and Council actions related to this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement the instructions;

2. Authorize the Controller to:

- a. Transfer appropriations totaling \$114,000 within the HOPWA Fund No. 569/43 for HACLA Contract C-135968 as follows:

	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
From:	43S322	HOPWA Project Sponsor Administration	\$114,000
To:	43S313	HOPWA Rental Assistance	\$114,000

- b. Transfer appropriations totaling \$3,685 within the HOPWA Fund No. 569/43 for LACDA Contract C-134027 as follows:

	<u>Account No.</u>	<u>Account Name</u>	<u>Amount</u>
From:	43T322	HOPWA Project Sponsor Administration	\$3,685
To:	43T313	Tenant Based Rental Assistance	\$3,685

- 3. Require HCID to complete the following actions prior to execution of the proposed Amendments: 1) complete the Charter Section 1022 Determination process; 2) ensure contract compliance documentation are submitted and, if applicable, uploaded onto the Business Assistance Virtual Network (BAVN); and, 3) coordinate with the Department of Public Works Bureau of Contract Administration for the verification of submitted compliance documentation or for confirmation of exemption from the required documentation.

SUMMARY

The Housing and Community Investment Department (HCID) requests authority to amend Contract No. with C-135968 with the Housing Authority of the City of Los Angeles (HACLA) for the continued provision of rental assistance provided to clients of the Tenant-Based Rental Assistance (TBRA) Program and reprogram the use of existing funds from the administrative use category to increase

the rental assistance use category by \$114,000 from the Housing Opportunities for Persons with HIV/AIDS (HOPWA) Program Year 45 period July 1, 2019 through June 30, 2020 (C.F. 18-0968). The HCID additionally requests authority to amend Contract No. C-134027 with the Los Angeles County Development Authority (LACDA) for the continued provision of rental assistance provided to clients of the TBRA Program and reprogram the use of existing funds from the administrative use category to increase the rental assistance use category by \$3,685 from the HOPWA Program Year 46 period July 1, 2020 through June 30, 2021 (C.F. 19-1204). Additional information on the request to reprogram funds is included in HCID's transmittal dated March 23, 2021 (Report).

Subsequent to the release of their Report, the HCID provided draft contract amendments for Council consideration, which are attached to this report. The Department confirmed that the requested amendment for HACLA includes a request to: 1) increase compensation by \$3,333,283 for a cumulative compensation amount not to exceed \$6,666,566; 2) extend the term by 12 months retroactively from July 1, 2020 through June 30, 2021 for a cumulative term of two years; and, 3) reprogram the use of existing funds from Program Year 45. The HCID verified that while the Mayor and Council approved the addition of funding and time extension for the HACLA contract through the approval of the Consolidated Plan Program Year 46, they have not executed a First Amendment yet because the HCID and HACLA have been negotiating the terms of the Program Year 45 reprogramming of funds since 2020, and HACLA wanted the reprogram language verified and approved before they sign the proposed First Amendment. The Department reports that the City Attorney concurred with including the reprogram language with the increase in compensation and time extension in the proposed First Amendment.

The Mayor and Council approved authority for HCID to execute sole source contracts with HACLA and LACDA through the Consolidated Plan Program Year 45. The HCID reports that the provision of rental assistance provided to clients in the TBRA program are sole sourced to the housing authorities because a requirement of the service is that clients are transferred to the Housing Choice Voucher (Section 8) program after 12 months of HOPWA TBRA. The HCID indicates that the housing authorities have a streamlined process for providing Section 8 Vouchers.

On May 5, 2021, the HCID submitted a request to the Personnel Department for a Charter Section 1022 Determination. In addition, HACLA and LACDA have not submitted necessary compliance documents, including those required for submission through the Los Angeles Business Assistance Virtual Network (BAVN). The Department notes that there is a pending request for exemption from some of the requirements. Prior to contract execution, HCID should ensure that the: 1) Charter Section 1022 Determination process is complete; 2) contract compliance documentation is collected, and if applicable, submitted through BAVN; and 3) documents submitted through BAVN are verified by the Department of Public Works Bureau of Contract Administration, or an exemption is granted for specific documentation.

This Office concurs with the Department's recommendations, as amended to include: 1) draft contract amendments for HACLA and LACDA; 2) a request to increase compensation and extend the term for the HACLA contract; and 3) specific City contracting requirements that should be met prior to execution of the proposed Amendments.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. Funding for these contracts are included in the Housing Opportunities for Persons with HIV/AIDS (HOPWA) entitlement grant for the Program Year 45 from July 1, 2019 through June 30, 2020 and Program Year 46 from July 1, 2020 through June 30, 2021.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City's Financial Policies in that the City's financial obligation is limited to funds budgeted for this purpose according to the City's Standard Provisions.

RHL:EIC:02210179c

Attachment

FIRST AMENDMENT
TO AGREEMENT NO. C-135968 OF CITY OF LOS ANGELES CONTRACTS
BETWEEN
CITY OF LOS ANGELES
AND
HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
RELATING TO THE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
TENANT BASED RENTAL ASSISTANCE AND PROJECT BASED RENTAL ASSISTANCE

THIS FIRST AMENDMENT to Agreement Number C-135968 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and the Housing Authority of the City of Los Angeles, a government agency, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide tenant based rental assistance and project based rental assistance under the HOPWA program to persons living with HIV/AIDS and their families, said Agreement effective July 1, 2019, 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, this Amendment is necessary and proper to continue this HOPWA program and to ensure uninterrupted services; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and Mayor (refer to Council File Number 19-1204, authorized by City Council on June 30, 2020, and approved by the Mayor on July 1, 2020, and Council File Number 21-0440, authorized by City Council on Month Day, Year, and approved by the Mayor on Month Day, Year, which authorized the General Manager of the Los Angeles Housing Community and Investment Department (HCID) to prepare and execute an amendment to the Agreement for the purpose of: a) extending the term of the Agreement for an additional twelve (12) months for a new ending date of June 30, 2021; b) adding additional funds in the amount of Three Million Three Hundred Thirty Three Thousand Two Hundred Eighty Three Dollars (\$3,333,283) for a new total amount of Six Million Six Hundred Sixty Six Thousand Five Hundred Sixty Six Dollars (\$6,666,566); c) reprogram funds in the amount of One Hundred Fourteen Thousand Dollars (\$114,000) from “administrative use” to “program use” for the program year ending June 30, 2020; and d) making other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment.

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

FIRST AMENDMENT

§1. Amend Section 102, Representative of the Parties and Service of Notices, by deleting it in its entirety and replacing it to read as follows:

“§102. Representatives of the Parties and Service of Notices

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

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

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

With copies to:

Abigail R. Marquez, Assistant General Manager
Los Angeles Housing and Community Investment Department
Program Operations Bureau
1200 West 7th Street, 9th Floor
Los Angeles, CA 90017

The representative of the Contractor shall be:

Douglas Guthrie, President and CEO
Housing Authority of the City of Los Angeles
2600 Wilshire Boulevard
Los Angeles, CA 90057
213 – 252 – 1810

With copies to:

Carlos VanNatter, Director – Section 8
carlos.vannatter@hacla.org

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) working days of said change.”

- §2. Amend Section 201, Time of Performance, to delete the current ending date of “June 30, 2020” and replace it with “June 30, 2021.”

This Amendment adds an additional twelve (12) months for a total term of twenty-four (24) months.

- §3. Amend Section 301, Compensation and Method of Payment, Subsection A, by deleting the current total dollar amount of Three Million Three Hundred Thirty Three Thousand Two Hundred Eighty Three Dollars (\$3,333,283) and replacing with the new total dollar amount of Six Million Six Hundred Sixty Six Thousand Five Hundred Sixty Six Dollars (\$6,666,566).

This amendment adds an additional Three Million Three Hundred Thirty Three Thousand Two Hundred Eighty Three Dollars (\$3,333,283) for a new total of Six Million Six Hundred Sixty Six Thousand Five Hundred Sixty Six Dollars (\$6,666,566). This amendment also reprograms funds in the amount of One Hundred Fourteen Thousand Dollars (\$114,000) from “administrative use” to “program use” for the program year ending June 30, 2020. The foregoing rate represents the total compensation to be paid by City to Contractor for program and administrative services to be performed as designated by this Agreement. Below is a breakdown of the funding for the program year 2019-2020 and program year 2020-2021:

Component	Period	Program	Admin	Total
Tenant Based Rental Assistance and Other Supportive Services	7/1/2019-6/30/2020	\$3,213,953	\$119,330	\$3,333,283
Tenant Based Rental Assistance and Other Supportive Services	7/1/2020-6/30/2021	\$3,099,953	\$233,330	\$3,333,283
Totals	7/1/2019-6/30/2021	\$6,313,906	\$352,660	\$6,666,566

- §4. Amend Section 301, Compensation and Method of Payment, Subsection B, by replacing the expenditure period from “July 1, 2019 to June 30, 2020” to “July 1, 2020 to June 30, 2021.”

- §5. Amend Section 416, COVID-19 Notification (If applicable), by deleting it in its entirety and replacing it to read as follows:

“§416. COVID-19 Notification (If applicable)

The Contractor shall immediately notify City in the event that any person who has performed services for the Contractor (including, but not limited to, employees, volunteers and contractors) at a site operated by City, on behalf of City, or under this Agreement, (1) has been diagnosed with COVID-19, (2) has been informed by a medical professional that the person is likely to have COVID-19, or (3) meets the criteria for isolation under the most

current County of Los Angeles Public Health Officer Order for the Control of COVID-19: Public Health Emergency Isolation Order (http://publichealth.lacounty.gov/media/Coronavirus/docs/HOO/HOO_Coronavirus_Blancket_Isolation.pdf).

- §6. Add Section 417, Compliance with Current Applicable Safety Protocols and Laws, as follows:

“§417. 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 both the Contractor’s employees, any subcontractors, and the public.”

- §7. Add Section 418, Prohibition Against Duplication Of Benefits, as follows:

“§418. Prohibition Against Duplication Of Benefits

Prohibition against duplication of benefits: Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*) prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. “Duplication of benefits” occurs when federal financial assistance is provided to a person or entity through a program to address losses resulting from a federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Recipients must establish and maintain adequate procedures to prevent any duplication of benefits with concurrent grant funds. The City will issue additional guidance to facilitate compliance with this requirement.”

- §8. Amend Section 603, Number of Pages and Attachments, by deleting it in its entirety and replacing it to read as follows:

“§603. Number of Pages and Attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes fifty-seven (57) pages and nine (9) exhibits which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement, as well as any subsequent amendments, may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.”

- §9. Amend Exhibit F – Program Goals and Outcomes, Exhibit G – Identification of Units by Size, Address and Initial Contract Rent, and Exhibit H – Subcontracts and Procurement Procedures, by deleting them in their entirety and replacing them with the revised Exhibit F – Program Goals and Outcomes, Exhibit G – Identification of Units by Size, Address and

Initial Contract Rent, and Exhibit H – Subcontract and Procurement Procedures, attached hereto and incorporated herein.

- §10. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §11. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes six (6) pages and three (3) exhibits, 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.]

DRAFT

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:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Los Angeles Housing and Community
Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

Executed this _____ day of _____, 2021

By: _____
Deputy City Clerk

For: HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES

Date: _____

By: _____
Douglas Guthrie,
President and CEO

(Contractor's Corporate Seal)

APPROVED AS TO FORM:

By: _____
HACLA Legal Counsel

Date: _____

D-U-N-S Number: 077233732
City Business License Number: 0000268546
Internal Revenue Service Number: 95-6001623
CFDA Number: HOPWA 14.241
FAIN ID: CAH20-F005

Council File Number **Contract/Amendments** **Mayoral Approval Dates**
18-0968 Original Contract May 19, 2019
19-1204 & 21-0440 First Amendment July 1, 2020 & **TBD**
Said Agreement is Number C-135968 of City Contracts 1st Amendment.

EXHIBIT F: PROGRAM GOALS AND OUTCOMES

Contractor:	Housing Authority of the City of Los Angeles
Program Type:	Tenant Based Rental Assistance/Project Based Rental Assistance
Contract No.:	C-135968
Total Contract Term:	July 1, 2019 - June 30, 2021
Total Contract Funding:	\$6,666,566

HOPWA Program Component	Program Funding	Admin Funding	Total Funding
Tenant Based Rental Assistance and Project Based Rental Assistance PY45 2019 - 2020	\$3,213,953	\$119,330	\$3,333,283
Tenant Based Rental Assistance and Project Based Rental Assistance PY46 2020 - 2021	\$3,099,953	\$233,330	\$3,333,283
TOTAL FUNDING	\$6,313,906	\$352,660	\$6,666,566

CLIENT GOALS			
HOPWA Program Component	Continuing clients	New Clients	Annual Goal
Project Based Rental Assistance PY45 2019-2020	44	0	44
Tenant Based Rental Assistance PY45 2019-2020	200	5	205
TOTAL CLIENTS:	244	5	249

CLIENT GOALS			
HOPWA Program Component	Continuing clients	New Clients	Annual Goal
Project Based Rental Assistance PY46 2020-2021	44	0	44
Tenant Based Rental Assistance PY46 2020-2021	175	0	175
TOTAL CLIENTS:	219	0	219

PROGRAM OUTCOMES	
Outcomes	Percent
Percent of clients with a housing plan for maintaining or establishing stable or on-going residency.	95%
Percent of clients who had contact with a case manager/benefit counselor at least four times a year.	85%
Percent of clients who had contact with a primary health care provider at least four times a year.	85%
Percent of clients who has medical insurance coverage or assistance.	80%
Percent of clients who maintain/increase their income.	80%

EXHIBIT G: Identification of Units by Size, Address, and Initial Contract Rent

Contractor: Housing Authority of the City of Los Angeles
Contract No.: C-135968
Project Site: Harper Community Apartments
1260 N. Harper Ave., West Hollywood CA 90046
Project Operator: West Hollywood Community Housing Corporation

Unit Number	Bedroom Size	Initial Contract Rent
A	One Bedroom	\$929
B	One Bedroom	\$929
C	One Bedroom	\$929
D	One Bedroom	\$929
E	Two Bedroom	\$1,121
F	One Bedroom	\$929
G	One Bedroom	\$929
H	One Bedroom	\$929
I	One Bedroom	\$929
J	One Bedroom	\$929
K	One Bedroom	\$929
L	One Bedroom	\$929
M	Two Bedroom	\$1,121
N	Two Bedroom	\$1,121
O	One Bedroom	\$929
P	One Bedroom	\$929
Q	One Bedroom	\$929
R	One Bedroom	\$929
S	One Bedroom	\$929
T	Two Bedroom	\$1,121
U	One Bedroom	\$929
V	One Bedroom	\$929

EXHIBIT G: Identification of Units by Size, Address, and Initial Contract Rent

Contractor: Housing Authority of the City of Los Angeles
Contract No.: C-135968
Project Site: Argyle Court Apartments
1938 N. Argyle Ave., Hollywood CA 90068
Project Operator: Hollywood Community Housing Corporation

Unit Number	Bedroom Size	Initial Contract Rent
102	Zero Bedroom	\$794
103	Zero Bedroom	\$794
104	Zero Bedroom	\$794
105	Zero Bedroom	\$794
106	Zero Bedroom	\$794
107	Zero Bedroom	\$794
108	Zero Bedroom	\$794
109	Zero Bedroom	\$794
110	Zero Bedroom	\$794
111	Zero Bedroom	\$794
200	Two Bedroom	\$1,193
201	Two Bedroom	\$1,193
202	Zero Bedroom	\$794
203	Zero Bedroom	\$794
204	Zero Bedroom	\$794
205	Zero Bedroom	\$794
206	Zero Bedroom	\$794
207	Zero Bedroom	\$794
208	Zero Bedroom	\$794
209	Zero Bedroom	\$794
210	Zero Bedroom	\$794
211	Zero Bedroom	\$794

EXHIBIT H

SUBCONTRACT AND PROCUREMENT PROCEDURES

A. SUBCONTRACTS

1. For the purpose of this Agreement, subcontracts shall include, but not be limited to purchase agreement or lease or rental agreements (excluding real property agreements), third-party agreements, consultant services subcontracts and construction subcontracts.
2. Subcontracts entered into in the performance of this Agreement shall:
 - a. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.
 - b. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
 - c. Contractor must specifically provide proof, when applicable, of the appropriate permits and/or business licenses.
3. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City for approval prior to execution.
4. A copy of each executed subcontract, or amendment(s) thereto, shall be maintained by Contractor and provided to City upon written request.
5. Subcontractors shall be procured consistent with the Procurement Procedures outlined in this Agreement.
6. A subcontractor is defined as a person or business who is awarded a portion of an existing contract by a principal or general contractor. A subcontractor performs work under a contract with a general contractor.

B. PROCUREMENT PROCEDURES

1. It is the policy of the City of Los Angeles (City) to encourage fair and open competition in its procurement for goods and services. The requirements for a fair and open competition include the development of written procurement policies that include, but are not limited to all of the following subsections. Several of the provisions herein include City mandated rules and procedures in addition to the other grant requirements. Such policies are applicable to subcontractors to the extent permitted by law.
 - a. Purpose: It is the intent of these rules that these procedures shall apply to all subcontracts including, but not limited to purchase agreements, lease or rental agreements (excluding real property agreements), third-party agreements, and consultant services subcontracts. All contractors are required to prepare written procurement procedures. All written procedures and policies for procurement activities are to be available for public inspection.
 - b. Responsibilities:
 - (1) The following procedures shall apply to all procurements under this Agreement in order to ensure that all solicitations:
 - (a) Incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurement, contain features which unduly restrict competition; and
 - (b) Identify all requirements that the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- (2) Issue a Public Notification: The notification must be made through an announcement in a local public medium (e.g., newspaper) or other media that covers the entire service area.
- (3) All steps of each procurement must be documented, including a description of the documentation process and where the documentation will be located.
- (4) Contractor shall provide a copy of the bid package to anyone who requests it. Contractor shall compile a list of everyone requesting a copy of the bid package.
- (5) The Contractor shall ensure that all pre-qualified lists of persons, firms or other organizations that are used to acquire goods and services are current and include sufficient numbers of qualified sources to ensure maximum open and free competition. The agencies listed on the bidder's list may be individually notified.
- (6) The Contractor shall maintain records that are sufficient to detail the significant history of a procurement procedure. These records shall include, but are not limited to the following: rationale for the method of procurement; the selection of contract type; contractor selection or rejection; rational and reasonable rating criteria and the basis for the contract type.
- (7) The Contractor shall keep records sufficient to insure that funds have not been spent unlawfully.
- (8) The Contractor shall retain all records pertinent to any procurement agreement/contract within the County of Los Angeles for a period of five (5) years following termination of the Agreement and after final disposition of all pending matters. "Pending Matters" include, but are not limited to an audit, litigation, or other activities involving records. Prior to destruction of records retained under this Agreement, the Contractor shall notify the City and request instructions on disposition of said records.
- (9) The Contractor shall not contract with any party that is debarred, suspended or otherwise excluded from participation in Federal assistance programs. All contracts shall include a self-certification from the contractor that it is not a debarred party.

The Federal government prohibits awards to any party that is debarred. The Federal government compiles a list of debarred parties. The Federal list is published by the General Services Administration. A copy may be obtained by accessing <https://www.sam.gov/SAM/>. The list will be issued as an Information Bulletin in May of each year. It is the Contractor's responsibility to ensure that funds are not awarded to entities on the debarment list.

- (10) Procurement activities must be concluded in a confidential manner. Staff involved in procurements must not divulge advance purchasing information, specific proposal/offer evaluation criteria, and negotiations with bidders or in-house discussions regarding procurement until such time as this information is released to all parties.
- (11) Contractor shall receive and log in proposals and establish a method for recording the date and time of arrival of proposals using either a log-in sheet, or a date/time stamp. Contractor shall establish a single location for receipt of proposals. Contractor shall ensure that the only proposals received by the deadline specified in the bid package qualify for the evaluation process unless there is a valid legal reason for otherwise considering a late proposal.
- (12) Contractor shall establish proposal evaluation procedures that shall include, but not be limited to the following:
 - (a) Clear staff responsibilities: A procurement specialist shall be designated for each bid/proposal process. It shall be the responsibility of the specialist to insure compliance with these procurement rules;
 - (b) Develop a standard worksheet or check-list for determining responsiveness of each proposal;

- (c) Establish and use evaluation criteria and a standard evaluation worksheet to be used in recording the evaluations of each proposal;
 - (d) Prepare an analysis of costs to verify allowability and to determine reasonableness;
 - (e) Identify staff responsibilities for completing proposal evaluation and for summarizing evaluation results;
 - (f) Develop a description of methods for ensuring independence of ratings by those involved in the evaluation process (i.e., prohibit discussion among staff, sequestered evaluations);
 - (g) Identify policy and process by which selection of awardee(s) will be made; and
 - (h) Provide an opportunity for bidders to appeal staff recommendations.
 - (i) Items a-c should be sufficiently completed before issuance of the bid package so relevant parts can be included.
- (13) Contractor shall identify complete and timely proposals. Contractor shall review the technical merits of these proposals based on the rating criteria contained in the bid package. Contractor shall review the cost proposals based on applicable cost principles and the technical proposal.
- (14) Contractor shall determine which proposals are in competitive range for technical response and based on the cost and price analysis conducted prior to the release of the bid package.
- (15) Contractor shall negotiate with organization(s) in the competitive range. Contractor shall establish policies and procedures governing face-to-face negotiations. Include in these policies opportunities to seek clarification of the proposal content, the offeror to submit a best and final proposal prior to final evaluation and award. Contractor shall include in the criteria that all responsive offerors in the competitive range are given fair and equal consideration based on the merits of their proposals. Contractor shall document these negotiations in writing.
- (16) Private for-profit entities must obtain prior written approval from the City for purchases of personal property (other than supplies) using Agreement funds.
- (17) Contractor shall conduct and document oversight to ensure compliance with these procurement procedures.
- (18) If the State of California, or the City of Los Angeles has established a debt against a service provider that has not been repaid or a repayment agreement plan has not be implemented, then the service provider shall be barred from receiving any future City funds.
- (19) Participation of Minorities, Women, Disadvantaged and Small Businesses
- To the fullest extent possible in the administration of this Agreement, Contractor agrees to provide opportunities for minorities, women, disadvantaged and small businesses to participate in procurements under this Agreement.
- (20) The Contractor shall not use funds provided under this Agreement to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State, or local sources, unless it is demonstrated that the Agreement-funded alternative services or facilities would be more effective or more likely to achieve performance goals.
- (21) The Contractor, to the maximum extent practicable and permitted by law, is encouraged to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. (2 CFR 200.322.)

- (22) The Contractor, consistent with 2 CFR 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment (Effective 8/13/2020)), shall be prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services. As described in section 889 of the 2019 National Defense Authorization Act, covered telecommunications equipment or services includes: Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
- i. Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - ii. Procure or obtain, extend or renew a contract to procure or obtain;
 - iii. Enter into a contract (or extend or renew a contract) to procure; or
 - iv. Obtain the equipment, services, or systems.
- c. Cost or Price Analysis:
- (1) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
 - (2) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - (3) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
 - (4) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
- d. Awarding of Agreement/Contract
- (1) Prior to an award of a contract, the City/Contractor shall make a determination that the Contractor/Subcontractor has demonstrated effectiveness in providing the requested services. Agreements/Contracts shall be made only with responsible Contractors/Subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. The selected proposer must be a responsive entity that has submitted a proposal or bid which meets all requirements of the solicitation adequately, which includes responding to the Request for Proposal (RFP)/Request of Qualification (RFQ) within the required time frames, and

completing all forms and documents. A responsible entity is one that has been determined to: 1) have a satisfactory record of integrity and business ethics; 2) have a satisfactory performance record; 3) have adequate financial resources to perform the contract or the ability to obtain such resources; 4) be able to comply with the required or proposed delivery of performance schedule, taking into consideration all existing commercial and business commitments; 5) have the needed organization, experience, accounting, operational control and technical skills or ability to obtain them; 6) have adequate production, construction or technical equipment and needed facilities or the ability to obtain them; 7) be able to meet the program design specifications; 8) be able to meet performance goals which includes a showing of demonstrated effectiveness in providing employment and training services; 9) be able to provide services that can lead to the achievement of competency standards for participants; and 10) be both qualified and eligible to receive the award under the applicable law and regulation. Contractor/Subcontractor shall make the award(s) and finalize the contract(s). Contractor/Subcontractor shall follow established procedures for formal notification of offerors of the results of the evaluations and selected process.

- (2) The City/Contractor and its contractors/subcontractors shall make positive efforts to utilize small business and minority-owned business as sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts to be performed utilizing Federal grant funds. If applicable, Contractor/Subcontractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000.
- (3) Where such advertised bids are obtained, the awards shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the grantee, price and other factors considered. Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid. No points shall be given for status as subcontractors or a contractor with an approved childcare policy within existing delivery systems. However, if a bid results in a tie score, preference may be given to the contractor or a subcontractors with an approved child care policy.
- (4) Any or all bids may be rejected when it is in the City/Contractor's interest to do so, and such rejections are in accordance with applicable State and local law, rules, and regulations.

e. Funding Restrictions for High-Risk Contracts

- (1) A contractor may be considered "high-risk" if an awarding agency determines that the contractor is otherwise responsible but:
 - (a) Has a history of unsatisfactory performance;
 - (b) Is not financially stable;
 - (c) Has a management system that does not meet the management standards set forth in this part;
or
 - (d) Has not conformed to terms and conditions of a previously awarded grant or sub-grant.
- (2) If the City/Contractor agency determines that a grant or sub-grant shall be made to a "high-risk" contractor or subcontractors, then special funding restrictions that address the "high-risk" status may be included in the contract or subcontract. Funding restrictions may include, but are not limited to:
 - (a) Use of reimbursements rather than advances or payment upon completion of the project;
 - (b) Requiring additional and/or more detailed financial or performance reports;
 - (c) Additional monitoring;

- (d) Requiring the contractor or subcontractors to obtain specific technical or management assistance, and/or
 - (e) Establishing additional prior approvals (e.g., requiring awarding agency approval prior to hiring/firing, award of small purchase contracts).
- (3) If the City/Contractor decides to impose such funding restrictions, the awarding official shall notify the contractor or subcontractors as early as possible, in writing, of:
- (a) The nature of the funding restriction(s);
 - (b) The reason(s) for imposing them;
 - (c) The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions;
 - (d) The method of requesting reconsideration of the restrictions imposed; and
 - (e) Additional prior approvals.

f. City Code of Conduct

All contractors shall adopt a Code of Conduct in accordance with the requirements as set forth in §405 of this Agreement.

g. Methods of Procurement

- (1) Contractor shall use one (1) of the following methods of procurement either by bid or proposal, as appropriate for each procurement action, for entering into contracts with subcontractors. Contractors shall conduct procurement in a manner that provides full and open competition. Contractor shall perform a cost or price analysis in connection with every procurement action in excess of the small purchase procedures, including contract modifications to determine that the expenditure is reasonable. When any purchase is made, it can only be for an allowable cost. Invitations for bids shall clearly set forth all requirements that the bidder must fulfill in order for his bid to be evaluated by the grantee. Grievance process procedures shall be included in each of the following methods of advertised procurement. Specific requirements and procedures are set forth in 24 CFR §84.44, 2 CFR 200, Los Angeles City Charter §370-§372, and 2 CFR Chapter I, Chapter II, Part 200, et al., incorporated herein by reference.
- (2) Prior to entering into any subcontract that has a value of One Thousand Dollars (\$1,000) or more, the Contractor shall submit to the City evidence that it has received a minimum bid(s) for such subcontractors and documentation that justifies the selection of the successful bidder. The Contractor shall maintain records showing the parties solicited and the bids submitted.
 - (a) Micro Purchase Procedure: Micro purchases are made from vendors for goods or services under \$10,000. No quotations or bids required, but an equitable distribution of purchases must be documented.
 - (b) Small Purchase Procedures: Small purchases are made from vendors for goods or services under \$250,000. Following the procedures for small purchases shall constitute justification of the procurement method chosen. The bid must indicate the quantity, time frame and all other requirements of the product or service sought. Bids must be solicited from vendors that can reasonably be expected to provide the goods or services needed.

The requirements are:

<u>Dollar Range of Purchase</u>	<u>Contract and Method</u>
\$10,001 to \$250,000	3 written bids received**

**Three (3) bids must be received by Contractor. The bid process and bids received must be documented in writing in the file. The Request for Bid must either be provided in writing to the vendors, or transmitted as uniformly as possible over the telephone. To be considered, the bid response must be signed and dated by the vendor.

(c) Purchase/Services Over \$250,000

Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

i. In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

ii. If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which shall include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids shall be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award shall be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts shall only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.
- (vi) Issue a Public Notification made through an announcement in a local public medium (e.g., newspaper) that covers the entire service area.

(d) Procurement by competitive proposals.

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It

is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- ii. Proposals must be solicited from an adequate number of qualified sources;
- iii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- iv. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- v. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by Noncompetitive Proposals

Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- i. The item is available only from a single source;
- ii. The public exigency or emergency for the requirement shall not permit a delay resulting from competitive solicitation;
- iii. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- iv. After solicitation of a number of sources, competition is determined inadequate.

(f) Contract Provisions

- i. All contracts must contain at a minimum the following provisions:
 - (i) Specific deliverables and the basis for payment;
 - (ii) Provisions requiring compliance with Community Development Block Grantors (CDBG) including, but not limited to other funding source regulations;
 - (iii) Provisions that describe remedies for breach;
 - (iv) Provisions that describe Grantors CDBG and other funding sources patent and copyright rules;
 - (v) Provisions for termination for cause and convenience;
 - (vi) Access to records for audit purposes;
 - (vii) Audit requirements;

- (viii) Provisions for payment and delivery;
- (ix) Provisions describing contract amendment procedures;
- (x) Provisions against assignment;
- (xi) Provisions for equal opportunity and non-discrimination;
- (xii) Provisions prohibiting conflicts of interest.

(g) Competition

- i. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (i) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (ii) Requiring unnecessary experience and excessive bonding;
 - (iii) Noncompetitive pricing practices between firms or between affiliated companies;
 - (iv) Noncompetitive contracts to consultants that are on retainer contracts;
 - (v) Organizational conflicts of interest;
 - (vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (vii) Any arbitrary action in the procurement process.
- ii. The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- iii. The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(iii) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(h) Appeal and Dispute Procedures

The City and its contractors shall have protest procedures to hand and resolve disputes relating to their procurement. A protester shall exhaust all administrative remedies with the contractor before pursuing a protest at a higher level. Notice of appeal rights and procedures must be given to all bidders.

DRAFT

THIRD AMENDMENT
TO AGREEMENT NO. C-134027 OF CITY OF LOS ANGELES CONTRACTS
BETWEEN
CITY OF LOS ANGELES
AND
LOS ANGELES COUNTY DEVELOPMENT AUTHORITY
RELATING TO THE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM
TENANT BASED RENTAL ASSISTANCE

THIS THIRD AMENDMENT to Agreement Number C-134027 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Los Angeles County Development Authority, a government agency, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide tenant based rental assistance under the HOPWA program to persons living with HIV/AIDS and their families, said Agreement effective July 1, 2019, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, the City and Contractor entered into a First Amendment to the Agreement on September 4, 2020, but effective July 1, 2020, which increased the total amount of compensation by Four Hundred Eighty-Seven Thousand Dollars (\$487,000) and extended the agreement by an additional 12 months; and

WHEREAS, the City and Contractor entered into a Second Amendment to the Agreement on December 15, 2020, but effective July 1, 2020, which increased the total amount of compensation by One Hundred Four Thousand Two Hundred Twelve Dollars and Sixty Two Cents (\$104,212.62); and

WHEREAS, Section 505 of the Agreement provides for amendments to the Agreement; and

WHEREAS, this Amendment is necessary and proper to continue this HOPWA program and to ensure uninterrupted services; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the action of the Los Angeles City Council and Mayor (refer to Council File Number 21-0440, authorized by City Council on Month, Day Year, and approved by the Mayor on Month Day, Year), which authorized the General Manager of the Los Angeles Housing Community and Investment Department (HCID) to prepare and execute an amendment to the Agreement for the purpose of: a) reprogramming funds in the amount of Three Thousand Six Hundred and Eighty Five Dollars (\$3,685) from “administrative use” to “program use” for the program year ending June 30, 2021; and b) making other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment.

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

THIRD AMENDMENT

§1. This Third amendment reprograms funds in the amount of Three Thousand Six Hundred and Eighty Five Dollars (\$3,685) from “administrative use” to “program use” for the program year ending June 30, 2021. The foregoing rate represents the total compensation to be paid by City to Contractor for program and administrative services to be performed as designated by this Agreement. Below is a breakdown of the funding for the program year 2019-2020 and program year 2020-2021:

Component	Period	Program	Admin	Total
Tenant Based				
Rental Assistance	7/1/2019-6/30/2020	\$441,587.62	\$28,700	\$470,287.62
Tenant Based				
Rental Assistance	7/1/2020-6/30/2021	\$493,760	\$37,165	\$530,925
Totals	7/1/2019-6/30/2021	\$935,347.62	\$65,865	\$1,001,212.62

§2. Amend Exhibit F – Program Goals and Outcomes, by deleting it in its entirety and replacing it with the revised Exhibit F – Program Goals and Outcomes, attached hereto and incorporated herein.

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

§4. This Amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) 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 Third Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:

Executed this _____ day of _____, 2021

MICHAEL N. FEUER, City Attorney

For: CITY OF LOS ANGELES

By: _____
Assistant/Deputy City Attorney

ANN SEWILL
General Manager
Los Angeles Housing and Community
Investment Department

Date: _____

By: _____
Luz C. Santiago,
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

Executed this _____ day of _____, 2021

By: _____
Deputy City Clerk

For: LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY

Date: _____

By: _____
Emilio Salas,
Acting Executive Director

(Contractor's Corporate Seal)

APPROVED AS TO FORM:
Mary C. Wickham, County Counsel

By: _____

Date: _____

D-U-N-S Number: 147975747
Internal Revenue Service Number: 33-0404729
CFDA Number: HOPWA 14.241
FAIN ID: CAH20-F005

Council File Number	Contract/Amendments	Mayoral Approval Dates
18-0968	Original Contract	May 19, 2019
19-1204	First Amendment	July 1, 2020
19-1204-S1	Second Amendment	November 16, 2020
21-0440	Third Amendment	TBD

Said Agreement is Number C-134027 of City Contracts 3rd Amendment.

EXHIBIT F: PROGRAM GOALS AND OUTCOMES

Contractor:	Los Angeles County Development Authority
Program Type:	Tenant Based Rental Assistance
Contract No.:	C-134027
Total Contract Term:	July 1, 2019 - June 30, 2021
Total Contract Funding:	1,001,212.62

HOPWA Program Component	Program Funding	Admin Funding	Total Funding
Tenant Based Rental Assistance PY45 2019 - 2020	\$441,587.62	\$28,700	\$470,287.62
Tenant Based Rental Assistance PY46 2020 - 2021	\$493,760	\$37,165	\$530,925
TOTAL FUNDING	\$935,347.62	\$65,865	\$1,001,212.62

CLIENT GOALS			
HOPWA Program Component	Continuing clients	New Clients	Annual Goal
Tenant Based Rental Assistance	10	24	34

PROGRAM OUTCOMES	
Outcomes	Percent
Percent of clients with a housing plan for maintaining or establishing stable or on-going residency.	95%
Percent of clients who had contact with a case manager/benefit counselor at least four times a year.	85%
Percent of clients who had contact with a primary health care provider at least four times a year.	85%
Percent of clients who has medical insurance coverage or assistance.	80%
Percent of clients who maintain/increase their income.	80%