

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: August 20, 2021

CAO File No. 0220-00540-1564

Council File No. 20-1637

Council District: Citywide

To: The Mayor  
The Council

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Los Angeles Housing Department transmittal dated June 16, 2021; Received by the City Administrative Officer on June 17, 2021; City Administrative Officer Report dated June 25, 2021, Additional information received through August 19, 2021

Subject: **SUPPLEMENTAL REPORT TO CAO REPORT DATED JUNE 25, 2021 FOR REQUEST TO ACCEPT A GRANT AWARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) FOR THE REGIONAL EARLY ACTION PROGRAM (REAP) SUBREGIONAL PARTNERSHIP PROGRAM IN AN AMOUNT NOT TO EXCEED \$1,043,500**

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This is a supplemental report to the City Administrative Officer (CAO) report dated June 25, 2021 related to the Los Angeles Housing Department's (LAHD) request for authority to accept a grant award from the Southern California Association of Governments (SCAG) for the Regional Early Action Program (REAP) subregional partnership program. The recommendations below are in addition to the recommendations included in the June 25, 2021 CAO report, which were approved by the Mayor and Council on July 7, 2021.

### RECOMMENDATIONS

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

1. Authorize the General Manager of the Los Angeles Housing Department (LAHD), or designee, to:
  - a. Execute a First Amendment to the contract with Liberty Hill Foundation (C-138506) for the continued provision of public outreach and education in underrepresented, underserved, low-income communities related to long range planning and housing policy initiatives to increase the compensation amount by \$200,000, for a total contract amount of \$260,000, in substantial conformance with the draft Amendment attached to this report, subject to the review and approval of the City Attorney as to form and legality, funding availability, and compliance with the City's contracting requirements; and,

- b. Prepare Controller instructions to make any necessary technical adjustments consistent with the Mayor and Council action on this matter, subject to the approval of the City Administrative Officer, and request the Controller to implement these instructions; and,

2. Authorize the Controller to:

- a. Record a grant receivable in the amount of \$1,043,500 within the LAHD Small Grants and Awards Fund No. 49N/43;
- b. Establish new accounts and appropriate funds within LAHD Small Grants and Awards Fund No. 49N/43 as follows:

Account	Account Name	Amount
43VA90	REAP Grant Contract Services	\$ 693,000
43V904	Administrative Reserve	197,236
43V143	Housing and Community Investment Department	121,047
43V299	Reimbursements to the General Fund	32,217
<b>Total</b>		<b>\$ 1,043,500</b>

- c. Increase appropriations in the amount of \$68,759 within Fund No. 100/43, Account No. 001010, Salaries General;
- d. Increase appropriations in the amount of \$37,423 within Fund No. 100/43, Account No. 001070, Salaries As-needed; and,
- e. Increase appropriations in the amount of \$14,865 within Fund No. 100/43, Account No. 006030, Leasing Account.

## SUMMARY

Only July 7, 2021, the Mayor and Council authorized the Los Angeles Housing Department (LAHD) to: 1) enter a Memorandum of Understanding with the Southern California Association of Governments (SCAG) and accept the grant award for the Regional Early Action Program (REAP) subregional partnership program, 2) lead the coordination, partnership and preparation of progress reports or any related documents along with the Department of City Planning; 3) issue two Request for Proposals, one for the: a) Equitable Development and Displacement Prevention Strategies Study, and b) Competitive Affordable Housing Sites Study, and the other for the Assessment of Fair Housing Consultant; and 4) report back on the results of the proposal evaluation and request authority to negotiate and execute contracts with the selected contractor(s), along with funding recommendations. The LAHD additionally requests authority to: 1) execute a First Amendment to the contract with Liberty Hill Foundation (C-138506) to continue to provide public outreach and increase compensation by \$200,000 for a new contract total amount of \$260,000, and 2)

appropriate grant funds for LAHD contractual services and staff resources for 2021-22. Subsequent to the release of the City Administrative Officer (CAO) report dated June 25, 2021, the LAHD executed a contract with Liberty Hill Foundation and provided a revised draft First Amendment for Council consideration, which is attached to this report. This Office concurs with the Department's recommendations, as amended, to include a revised draft First Amendment and Controller instructions with the appropriate account numbers to reflect the new fiscal year.

The contract with Liberty Hill Foundation was awarded on a sole source basis with the concurrence of the City Attorney because of: 1) the unique nature of the requested work; 2) the timeliness of the work to be performed; and, 3) the Liberty Hill Foundation's experience in coordinating outreach programs electronically given the COVID-19 pandemic situation. Pursuant to Charter Section 1022, the Personnel Department determined on December 29, 2020 that City classifications do not have the necessary qualifications to perform the work.

The grant funds will be dispersed on a reimbursement basis. The LAHD has negotiated a separate payment process with SCAG for contractual services costs associated with the grant work whereby SCAG will release funds to the LAHD for the payment of contractor invoices after approval by both SCAG and LAHD. This process for contractual services cost payments eliminates the need for the front funding of the contractual services costs.

## **FISCAL IMPACT STATEMENT**

Approval of the recommendations of this report would have a positive impact on the General Fund as reimbursements from SCAG would replace up to \$90,000 in salary funding for existing staff over a two year period. There is no impact projected from the contractual services portion of the SCAG REAP Subregional Partnership Program as SCAG would release funds to the City to make payments to contractors without the need for the City to front fund those costs.

## **FINANCIAL POLICIES STATEMENT**

The recommendations of this report comply with the City's Financial Policies in that the proposed REAP Subregional Partnership Program grant would not require additional financial resources from the City.

*MWS:EIC:02210024c*

Attachment

FIRST AMENDMENT  
TO AGREEMENT NUMBER C-138506 OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
LIBERTY HILL FOUNDATION

THIS FIRST AMENDMENT to Agreement Number C-138506 (“Agreement”) of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and Liberty Hill Foundation, 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 6, 2021, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section 405 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by the City Council and the Mayor (Council Files 20-1637 adopted by City Council on TBA, and concurred by the Mayor on TBA), which authorizes the General Manager of the City’s Housing and Community Investment Department (“HCID”) 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 **Two Hundred Sixty Thousand Dollars (\$260,000)**; (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.]

## FIRST AMENDMENT

- §1. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Sixty Thousand Dollars (\$60,000) and replacing it with the new total of **Two Hundred Sixty Thousand Dollars (\$260,000)**. This amendment adds **two hundred thousand (\$200,000)**.
- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §3. This Amendment may be 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. This Amendment, and any subsequent amendments, may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement or amendment. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

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

Executed this \_\_\_\_ day of \_\_\_\_\_ 2021

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

For: THE CITY OF LOS ANGELES

ANN SEWILL  
General Manager  
Housing and Community Investment  
Department

Date \_\_\_\_\_

ATTEST:

HOLLY L. WOLCOTT, City Clerk

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

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

Executed this \_\_\_\_ day of \_\_\_\_\_ 2021

Date \_\_\_\_\_

For: LIBERTY HILL FOUNDATION

By \_\_\_\_\_  
Shane Murphy Goldsmith  
President and Chief Executive Officer

By \_\_\_\_\_  
Jennifer Delwood  
Executive Vice President

D-U-N-S® Number: 858616436  
City Business License Number: 0002684390-0001-8  
Internal Revenue Service ID Number: 51-0181191  
Council File/CAO File Number: 20-1637 Date of Approval: **TBA**  
Said Agreement is Number C-138506 of City Contracts, Amendment 1