

Ann Sewill, General Manager
Tricia Keane, Executive Officer

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

City of Los Angeles



Eric Garcetti, Mayor

LOS ANGELES HOUSING DEPARTMENT

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

housing.lacity.org

May 9, 2022

Council File: 20-1433
Council Districts: Citywide
Contact Persons: Patricia Gispert: (213) 808-8906
Brittany Batong: (213) 922-9627

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

COUNCIL TRANSMITTAL: LOS ANGELES HOUSING DEPARTMENT REQUEST FOR AUTHORITY TO EXECUTE A SECOND AMENDMENT TO THE TECHNICAL SERVICES CONTRACT WITH KEYSER MARSTON ASSOCIATES, INC. TO INCREASE THE TOTAL CONTRACT COMPENSATION BY \$20,000

SUMMARY

The General Manager of the Los Angeles Housing Department (LAHD) respectfully requests authority to add funds in the amount of \$20,000 to City Contract No. C-136338 with Keyser Marston Associates, Inc.

RECOMMENDATIONS

- I. That the City Council, subject to the approval of the Mayor:
 - A. AUTHORIZE the General Manager of LAHD, or designee, to execute a second amendment to contract number C-136338 with Keyser Marston Associates, Inc., to increase funding by \$20,000, for a new total of \$60,000, in substantial conformance to the draft document attached to the transmittal and subject to approval of the City Attorney as to form and legality, contractor performance, and funding availability.

BACKGROUND

LAHD administers a variety of programs that require expert analysis and advice regarding the financial structuring of affordable and supportive housing projects and programs. To carry out these analyses, LAHD has utilized the services of Keyser Marston Associates, Inc. (KMA).

The financial services performed include, but are not limited to:

1. Pro forma review and underwriting for new affordable and supportive housing projects;
2. Pro forma review and underwriting for refinancing and loan restructuring proposals for existing affordable and supportive housing projects; and
3. Analysis of LAHD affordable housing lending programs.

These services are primarily used by the Housing Development Bureau.

The additional funds of \$20,000 were approved as part of the Program Year 47 (PY 47) Consolidated Plan (C.F. No. 20-1433). The funds were earmarked for Affordable Housing Portfolio Advisors LLC (AHPA), another Financial Analysis and Loan Underwriting contractor. However, AHPA declined to extend their contract for PY 47. As such, the funds allocated to AHPA will instead be allocated to KMA, to ensure sufficient funds are available to pay for financial analysis services related to bureau.

Contractor	Project	Contract #	Proposed Amend. #	Existing Contract Amount*	PY 47 MHFF (Fund 815)	PY 47 LMIHF (Fund 55J)	Amended Total Contract Amount
Keyser Marston Associates, Inc.	Financial Analysis & Loan Underwriting	136338	2	\$ 40,000	\$ 10,000	\$ 10,000	\$ 60,000

FISCAL IMPACT

There is no impact to the General Fund. The recommendations contained in this report will authorize LAHD to add \$20,000 to the KMA contract (C-136338) funded by the Municipal Housing Finance Fund and the Low Moderate Income Housing Fund.

Approved By:



ANN SEWILL
General Manager
Los Angeles Housing Department

ATTACHMENT:

Proforma

SECOND AMENDMENT
TO AGREEMENT NUMBER C-136338 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
KEYSER MARSTON ASSOCIATES, INC.

THIS SECOND AMENDMENT to Agreement Number C-136338 (“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 Keyser Marston Associates, Inc., a California corporation, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide Financial Analysis and Loan Underwriting services, said Agreement effective July 1, 2020, and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, on July 30, 2021 the City and the Contractor entered into the First Amendment to (a) adding an additional twelve (12) months for a new Agreement ending date of June 30, 2022; and (b) add additional funds in the amount of Ten Thousand Dollars (\$10,000) for a new maximum payment obligation of Forty Thousand Dollars (\$40,000); and (c) add additional standard City contract provisions; and

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

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number 20-1433 approved by City Council on XXXXXX XX, 2022 and concurred by the Mayor on XXXXXX XX, 2022), which authorizes the General Manager of the City’s Los Angeles Housing Department (formerly known as the Housing and Community Investment Department or HCID) to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Twenty Thousand Dollars (\$20,000)** for a new total of **Sixty Thousand Dollars (\$60,000)**; (b) updating standard City contract provisions; and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

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

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

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

SECOND AMENDMENT

- §1. Amend the Agreement by deleting all references to “Housing and Community Investment Department” and replacing it with “Los Angeles Housing Department.”
- §2. Amend the Agreement by deleting all references to “HCID” and replacing it with “LAHD.”
- §3. Amend Section 301.A, “Compensation and Method of Payment” by deleting the contract total of Forty Thousand Dollars (\$40,000) and replacing it with the new total of **Sixty Thousand Dollars (\$60,000)**.

This amendment adds **Twenty Thousand Dollars (\$20,000)**.

- §4. Amend Section 445.A.1.a(5), “Records Maintenance”, by deleting it in its entirety and replacing it with the following:

“(5) Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this agreement. Such records shall be retained for a period of six (6) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The City may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters”

- §5. Amend Section 450, “Covid-19 Notification (If Applicable)” by deleting it in its entirety and replacing it with the following:

“§450 COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-

19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.”

- §6. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §7. This Agreement is executed in **three (3) duplicate originals**, each of which is deemed to be an original. This Agreement includes four (4) pages, which constitute the entire understanding and agreement of the parties. Alternatively, this Agreement may be executed with electronic signatures, resulting in an electronic final original, which shall be uploaded to the LACityClerk Connect website.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

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

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

Executed this ___ day of _____ 2022

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

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

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Date _____

Executed this ___ day of _____ 2022

For: KEYSER MARSTON ASSOCIATES, INC.

By _____
Kathleen Head
Vice President

By _____
Timothy R. Bretz
Vice President & Assistant Secretary

CFDA Number: HOME 14.239
FAIN ID: M-19-MC-06-0519
Unique Entity Identification Number: M3QPV8PHWB15
City Business License Number: 0000118582 -0001-8
Internal Revenue Service ID Number: 94-2363741
Council File/CAO File Number: 20-1433; Date of Approval: X/X/22
Said Agreement is Number C-136338 of City Contracts, Amendment 2