

RECEIVED

JUN 04 2018

CONTRACT SUMMARY SHEET

HOUSING DIVISION
CITY ATTORNEY'S OFFICE

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 06/04/18

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): Housing and Community Investment Department

CONTACT PERSON: Courtney Durham PHONE: (213) 808-8833

CONTRACT NO.: C-127967 COUNCIL FILE NO.: 18-0106

ADOPTED BY COUNCIL: 04/10/18

DATE

NEW CONTRACT AMENDMENT NO. 2

ADDENDUM NO.

SUPPLEMENTAL NO.

CHANGE ORDER NO.

APPROVED BY BPW:

DATE

CONTRACTOR NAME: Habitat for Humanity of Greater Los Angeles

TERM OF CONTRACT: 07/01/16 THROUGH: 06/30/19

TOTAL AMOUNT: \$209,103

PURPOSE OF CONTRACT:

Contractor shall provide services for security installation and minor home repairs for low income seniors for the Housing and Community Investment Department's Handyworker Program. This amendment #2 extends the agreement 12 months and adds \$69,701 for a new total of \$209,103.

SECOND AMENDMENT
TO AGREEMENT NUMBER C-127967 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
HABITAT FOR HUMANITY OF GREATER LOS ANGELES
HANDYWORKER PROGRAM

THIS SECOND AMENDMENT to Agreement Number C-127967 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 Habitat For Humanity Of Greater Los Angeles, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide certain services, said Agreement effective July 1, 2016 and subsequently amended, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

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

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (refer to Council File Number 18-0106 approved by City Council on April 10, 2018 and concurred by the Mayor on April 13, 2018) which authorizes the General Manager of the Housing and Community Investment Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds up to the amount of **Sixty-Nine Thousand Seven Hundred One Dollars (\$69,701)** for a new total of **Two Hundred Nine Thousand One Hundred Three Dollars (\$209,103)**; (b) adding an additional twelve (12) months for a new ending date of June 30, 2019; (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:

SECOND AMENDMENT

- §1. Amend Section 201, "Time of Performance", by deleting the current ending date of June 30, 2018, and replacing it with a new ending date of June 30, 2019.

This amendment adds an additional twelve (12) months for a total term of thirty-six (36) months.

- §2. Amend Section 202.D, "Services to be Provided by the Contractor" by deleting subparagraph 2 in its entirety and replacing it to read as follows;

Based on the Client Service Goal, Contractor agrees to relinquish \$5,480 for each client not served at the ending of the month, to other Handyworker Program Contractors, for the purpose of providing services in Contractor's assigned NSA. The total funds relinquished by Contractor is equal to the total quantity of clients not served multiplied by \$5,480.

- §3. Amend Section 301.A, "Compensation and Method of Payment" by deleting the contract total of One Hundred Thirty-Nine Thousand Four Hundred Two Dollars (\$139,402) and replacing it with the new total of **Two Hundred Nine Thousand One Hundred Three Dollars (\$209,103)**.

This amendment adds up to **Sixty-Nine Thousand Seven Hundred One Dollars (\$69,701)**.

- §4. Amend Section 431, "Fair Chance Initiative For Hiring Ordinance" by deleting it in its entirety and replacing it to read as follows;

§431 Contractors' Use of Criminal History for Consideration of Employment Applications

Contractor shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by Contractor for work to be performed under this Contract must include an identical provision.

§5. Amend to add Section 432, "Data Protection" to read as follows;

§432 Data Protection

- A. Contractor shall protect, using the most secure means and technology that is commercially available, City -provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. At City's sole discretion, City and its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement.
- B. If CITY is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

§6. Amend to add Section 433, "Limitation of City's Obligation to Make Payment to Contractor" to read as follows;

§433 Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

- §7. Amend to add Section 434, "Compliance with Identity Theft Laws and Payment Card Data Security" to read as follows;

§434 Compliance with Identity Theft Laws and Payment Card Data Security

Contractor shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

- §8. Amend to add Section 435, "Compliance with California Public Resource Code Section 5164" to read as follows;

§435 Compliance with California Public Resource Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, Contractor shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by City. Contractor is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of Contractor working on premises to pass a fingerprint and background check through the California Department of Justice at Contractor's sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§9. Amend to add Section 436, "Possessory Interest Tax" to read as follows;

§436 Possessory Interest Tax

Rights granted to Contractor by City may create a possessory interest. Contractor agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, Contractor shall pay the property tax. Contractor acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§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 which constitute the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

Executed this 1 day of June, 2018

MICHAEL N. FEUER, City Attorney

By [Signature]
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

RUSHMORE D. CERVANTES
Housing and Community Investment
Department

Date 6/10/18

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By [Signature]
Laura K. Guglielmo
Executive Officer

By [Signature]
Deputy City Clerk

Date 6/6/18

Executed this 23 day of MAY, 2018

(Contractor's Corporate Seal)



For: HABITAT FOR HUMANITY OF
GREATER LOS ANGELES

By [Signature]
Erin Rank
President & Chief Executive Officer

City Business License Number: 0000353877-0001-1
Internal Revenue Service Number: 3304164701
Council File/CAO File Number: 18-0106 Date of Approval April 13, 2018
Said Agreement is Number C-127967 of City Contracts Amendment 2