

CONTRACT SUMMARY SHEET

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

DATE: 5/18/22

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

FROM (DEPARTMENT): Los Angeles Housing Department

CONTACT PERSON: Gladys Acevedo PHONE: (323) 224-3531

CONTRACT NO.: C-138260

COUNCIL FILE NO.: 20-1433-S2; 22-0414

ADOPTED BY COUNCIL: 3/30/22;4/26/22
DATE

NEW CONTRACT
AMENDMENT NO. 2

APPROVED BY BPW: _____
DATE

ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: Legal Aid Foundation of Los Angeles

TERM OF CONTRACT: 4/26/21 THROUGH: 6/30/24

TOTAL AMOUNT: \$7,767,510.00

PURPOSE OF CONTRACT:

The contractor will provide the eviction defense services as they currently represent and assist clients by providing pre-eviction legal assistance, outreach and education as well as legal court representation. This 2nd Amendment adds \$153,000 for a new contract total of \$7,767,510, and adds twenty-six months and four days of time for a new contract end date of June 30, 2024.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

SECOND AMENDMENT
TO AGREEMENT NUMBER C-138260 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
LEGAL AID FOUNDATION OF LOS ANGELES

THIS SECOND AMENDMENT to Agreement Number C-138260 (“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 Legal Aid Foundation of Los Angeles, a California nonprofit corporation, 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 April 26, 2021, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, on July 7, 2021, the City and the Contractor entered into the First Amendment to (a) add additional funds in the amount of Five Hundred Thousand Dollars (\$500,000) for a new total of Seven Million Six Hundred Fourteen Thousand Five Hundred Ten Dollars (\$7,614,510); and (b) amend Exhibit G to add additional scope of work; and

WHEREAS, Section PSC-5 “Amendment” of Exhibit A 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 Numbers 20-1433-S2 and 22-0414, approved by City Council on March 30, 2022 and April 26, 2022, and concurred by the Mayor on April 1, 2022 and April 29, 2022 (respectively), 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 **One Hundred Fifty-Three Thousand Dollars (\$153,000)** for a new total of **Seven Million Seven Hundred Sixty-Seven Thousand Five Hundred Ten Dollars (\$7,767,510)**; (b) extending the term of the Agreement to June 30, 2024; 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 201, “Time of Performance,” first full sentence, by deleting “date of execution to 12 months,” and replacing it with “April 26, 2021 to June 30, 2024.”

This amendment adds an additional twenty-six (26) months and four (4) days for a total term of thirty-eight (38) months and four (4) days.

- §4. Amend Section 301.A, “Compensation and Method of Payment,” paragraph “1” by deleting paragraph “1” and replacing it with the following:

“1. The City shall pay Contractor an amount not to exceed Seven Million Seven Hundred Sixty-Seven Thousand Five Hundred Ten Dollars (\$7,767,510), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG) funds, and the City’s General Funds, and shall be expended in accordance with the approved Budget. Contractor’s right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City’s indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein. With respect to eligibility requirements and legal services provided in Exhibit G (as amended), Scope of Work, under the section entitled ‘Stayed Housed LA CD-10 and CD-11’, as to the use of the \$500,000 authorized specifically for outreach in CD 10 (Council File Number 20-0600-S83) and the \$153,000 authorized specifically for outreach in CD 11 (Council File Number 22-0414), both items funded by the City’s General Fund, the Contractor shall not be subject to Community Development Block Grant-CV.”

This amendment adds One Hundred Fifty-Three Thousand Dollars (\$153,000) in City General Funds.

- §5. Amend the Agreement to add Section 510, “COVID-19” by inserting the following:

“§510 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. Amend Exhibit G “Scope of Work and Contractor Responsibility,” by adding the following at the end of the exhibit:

“Stay Housed LA CD 11

The contractor will focus on providing additional eviction defense services to residents of Council District 11 for a term of one year commencing on May 2022 to May 2023. The additional eviction defense services will be performed in accordance with ‘Task 2 Education & Outreach’ and ‘Task 3 Emergency Legal Assistance’ as follows:

- Community based organizations shall conduct expanded targeted tenant outreach to residents of Council District 11; and
- One legal service provider staff member will focus on assisting CD 11 residents during the course of their legal cases and provide legal counseling services.”

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

§8. 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 23rd day of May 2022

By Todd Leung
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 5/24/2022

By [Signature]
Luz C. Santiago
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By [Signature]
Deputy City Clerk



Date 5-24-22

Executed this 17th day of May 2022

For: LEGAL AID FOUNDATION
OF LOS ANGELES

(Contractor's Corporate Seal)



By [Signature]
Silvia Argueta
Executive Director

Unique Entity Identification Number: PA3DKB9K3YA3
City Business License Number: 0000017314-0001-2
Internal Revenue Service ID Number: 95-1684067
Council File/CAO File Numbers: 20-1433-S2 and 22-0414; Dates of Approval: March 30, 2022 and April 26, 2022 (Council), and April 1, 2022 and April 29, 2022 (Mayor)
Said Agreement is Number C-138260 of City Contracts, Amendment 2