

# CONTRACT SUMMARY SHEET

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

DATE: 08/01/2022

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

FROM (DEPARTMENT): Los Angeles Housing Department

CONTACT PERSON: Cathy Castro PHONE: (213) 485-1367

CONTRACT NO.: C-138260 COUNCIL FILE NO.: 20-1084-S1

ADOPTED BY COUNCIL: 6/29/22  
DATE

NEW CONTRACT  
AMENDMENT NO. 3  
ADDENDUM NO.       
SUPPLEMENTAL NO.       
CHANGE ORDER NO.     

APPROVED BY BPW:                       
DATE

CONTRACTOR NAME: Legal Aid Foundation of Los Angeles

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

TOTAL AMOUNT: \$10,653,149

## PURPOSE OF CONTRACT:

Contractor shall continue to provide eviction defense services by providing pre-eviction legal assistance, outreach and education as well as legal court representation. This 3rd Amendment adds \$2,885,639 for a new contract total amount of \$10,653,149 and amends certain exhibits.

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

THIRD 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 THIRD 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, on May 24, 2022, the City and the Contractor entered into the Second Amendment to (a) add 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); and (b) extend the term of the Agreement to June 30, 2024; 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 (Council File Number 20-1084-S1), approved by City Council on June 29, 2022, which authorizes the General Manager of the City’s Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of **Two Million Eight Hundred Eighty-Five Thousand Six Hundred Thirty-Nine Dollars (\$2,885,639)** for a new total of **Ten Million Six Hundred Fifty-Three Thousand One Hundred Forty-Nine Dollars (\$10,653,149)**; (b) amending Exhibit G by adding an additional scope of work; and (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, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the City and the Contractor agree that the Agreement be amended as follows:

[Remainder of this page left intentionally blank]

THIRD AMENDMENT

§1. Section 301.A, “Compensation and Method of Payment,” paragraph “1” shall be amended by deleting paragraph “1” and replacing it with the following:

“1. The City shall pay Contractor an amount not to exceed Ten Million Six Hundred Fifty-Three Thousand One Hundred Forty-Nine Dollars (\$10,653,149), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG) funds, the City’s General Funds, the Emergency Rental Assistance Program (ERAP) funds, and the SB 2 Permanent Local Housing Allocation (PLHA) 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 Two Million Eight Hundred Eighty-Five Thousand Six Hundred Thirty-Nine Dollars (\$2,885,639).

Of the total amount of compensation, Contractor may request the approval of advance payment from the City in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) to assist qualifying households that meet the eligibility requirements for rental assistance. Contractor in receipt of advance payment(s) authorized by the City shall provide supporting documentation for all rental assistance payments in the format prescribed by the City.

§2. Exhibit G, Scope of Work, Task 6 shall be amended by: replacing the title “Emergency Rental Assistance” with “Eviction Prevention Rental Assistance,” adding an outline prefix label “A” before the first sentence, demarking the existing terms as Section A and inserting the following as a new section after Section A:

“B. PLHA funds shall be used exclusively for prospective rent for a tenant household if necessary to stabilize the low-income tenant household and prevent homelessness to tenants at risk of homelessness.

Per Title 24, Section 578.3 of the Code of Federal Regulations, ‘At Risk of Homelessness’ is defined as:

‘At risk of homelessness.

1. An individual or family who:

- a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the 'Homeless' definition in this section; and
- c. Meets one of the following conditions:
  - (1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - (2) Is living in the home of another because of economic hardship;
  - (3) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;
  - (4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
  - (5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
  - (6) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - (7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;'

Rental assistance provided from SB 2 PLHA Funding must meet the following specific criteria:

- 1. Households with combined incomes of up to 30% of the Area Median Income (AMI) are eligible for this assistance;

2. Rental assistance provided from this source must be for prospective rent and may not be used to cover rental arrears; Rental assistance must be provided to cover full or partial rent for a minimum of 6 months as necessary to enable an eligible renter to secure or retain housing to prevent displacement and/or homelessness.

The total annual household income cannot exceed 80% AMI (30% for prospective rental assistance funded by SB 2 PLHA funds).”

- §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 six (6) 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 this page left intentionally 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:  
MICHAEL N. FEUER, City Attorney

Executed this 3 day of August 2022

By Todd Leung  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

ANN SEWILL  
General Manager  
Los Angeles Housing Department

Date 8/3/2022

By [Signature] for  
Luz C. Santiago  
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By [Signature]   
Deputy City Clerk

Date 8/3/2022

Executed this 26 day of July 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 Number: 20-1084-S1; Date of Approval: June 29, 2022  
Said Agreement is Number C-138260 of City Contracts, Amendment 3