

# CONTRACT SUMMARY SHEET

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

DATE: 04/04/2023

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

**FORM MUST BE TYPEWRITTEN**

FROM (DEPARTMENT): Los Angeles Housing Department

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

CONTRACT NO.: C-138260 COUNCIL FILE NO.: 20-1433-S2

ADOPTED BY COUNCIL: 03/30/2022  
DATE

APPROVED BY BPW: \_\_\_\_\_  
DATE

NEW CONTRACT \_\_\_\_\_  
AMENDMENT NO. 5  
ADDENDUM NO. \_\_\_\_\_  
SUPPLEMENTAL NO. \_\_\_\_\_  
CHANGE ORDER NO. \_\_\_\_\_

CONTRACTOR NAME: Legal Aid Foundation of the City of Los Angeles

TERM OF CONTRACT: 04/26/2021 THROUGH: 06/30/2025

TOTAL AMOUNT: \$37,576,824.20

## 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 5th amendment adds \$10,000,000.00 in HOME-ARP grant funds and amends by adding HOME-ARP grant provisions and requirements.

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

PRINT

FIFTH 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 FIFTH AMENDMENT to Agreement Number C-138260 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, on August 3, 2022, the City and the Contractor entered into the Third Amendment to (a) add 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); and (b) amend Exhibit G to add additional scope of work; and

WHEREAS, on December 12, 2022, the City and the Contractor entered into the Fourth Amendment to (a) add additional funds in the amount of Sixteen Million Nine Hundred Twenty-Three Thousand Six Hundred Seventy-Five Dollars and Twenty Cents (\$16,923,675.20) for a new total of Twenty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$27,576,824.20); (b) extending the term of the Agreement by 12 months through June 30, 2025; 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, approved by City Council on March 30, 2022, and concurred by the Mayor on April 1, 2022 and 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 **Ten Million Dollars (\$10,000,000)** for a new total of **Thirty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$37,576,824.20)** (b) adding HOME-ARP grant funding requirements and other federal requirements; (c) amending Exhibit G by adding the HOME-ARP eligibility requirements to the Scope of Work; and (e) 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:

#### FIFTH AMENDMENT

§1. 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 Thirty-Seven Million Five Hundred Seventy-Six Thousand Eight Hundred Twenty-Four Dollars and Twenty Cents (\$37,576,824.20), 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, the SB 2 Permanent Local Housing Allocation (PLHA) funds, and the American Rescue Plan Act of 2021 (P.L. 117-2) for the Home Investment Partnerships Program (HOME-ARP), 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 \$253,000 authorized specifically for outreach in CD 11 (Council File Number 22-0414 and 22-0414-S1), both items funded by the City’s General Fund, the Contractor shall not be subject to Community Development Block Grant-CV or HOME-ARP funding requirements. Disbursement of HOME-ARP funds may not be requested until the HOME-ARP funds are needed for reimbursement of eligible costs.”

This amendment adds Ten Million Dollars (\$10,000,000) in HOME-ARP funds.

§2. Amend the Agreement to add Section 511, “Other Federal Requirements (HOME-ARP Assisted Activities),” by inserting the following:

“§511 OTHER FEDERAL REQUIREMENTS (HOME-ARP ASSISTED ACTIVITIES)

A. Nondiscrimination, affirmative marketing, and minority outreach program requirements. The requirements of 24 CFR 92.350 and 24 CFR 92.351 shall apply to all HOME-ARP activities, including Supportive Services activities.

- B. Environmental review requirements and labor standards. The requirements of 24 CFR 92.352 and 24 CFR 92.354 shall apply to all eligible HOME-ARP activities, including Supportive Services activities.
- C. Lead-based paint requirements. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Action of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R apply to HOME-ARP assisted activities.
- D. Conflicts of interest requirements. The requirements of 24 CFR 92.356 shall apply to the Contractor engaging in any HOME-ARP activities. The following alternative requirements shall apply to the Contractor engaging in any HOME-ARP activities.
  - 1. Written Standards of Conduct. Contractor must maintain written standards of conduct covering the conflicts of interest and organizational conflicts of interest requirements under the HOME-ARP Notice and 2 CFR 200.318. Contractor must maintain written standards of conduct that also provide for internal controls and procedures to ensure a fair and open selection process for awarding HOME-ARP funds pursuant to the HOME-ARP Notice. These standards must include provisions on if and how Continuum of Care board members may participate in and/or influence discussions or resulting decisions concerning the competition or selection of an award or other financial benefits made pursuant to the HOME-ARP Notice, including internal controls on when funds may be awarded to the organization that the member represents.
  - 2. Organizational Conflicts of Interest. The provision of any type or amount of HOME-ARP Tenant-Based Rental Assistance (TBRA) or Supportive Services may not be conditioned on an individual's or family's acceptance or occupancy of a shelter or housing unit owned by the Contractor, or a parent, affiliate, or subsidiary of the Contractor. Contractor may not, with respect to individuals or families occupying housing owned by the Contractor, or any parent, affiliate, or subsidiary of the Contractor, administer financial assistance that includes rental payments, utility deposits, security deposits, and/or first and last month's rent pursuant to the HOME-ARP Notice. All sub-contractors of the Contractor must comply with the same requirements that apply to the Contractor under this section.
- E. Regulations on consultant activities. The requirements of 24 CFR 92.358 shall apply to HOME-ARP assisted activities.
- F. Violence Against Women Act Requirements. The requirements of 24 CFR 92.359 shall apply to HOME-ARP assisted activities.

- G. Section 3 Economic Opportunities for Low- and Very Low-Income Persons. Section 3 requirements established at 24 CFR Part 75 apply to HOME-ARP-assisted projects.”

§3. Amend the Agreement to add Section 623, “HOME-ARP Requirements,” by inserting the following:

“§623 HOME-ARP REQUIREMENTS

- A. Compliance with HOME-ARP Notice and the requirements in 24 CFR part 92, as revised by the HOME-ARP Appendix apply to the HOME-ARP. The HOME-ARP Notice and Appendix are available on the HUD Exchange website, and incorporated herein by reference, at <https://www.hudexchange.info/resource/6479/notice-cpd-2110-requirements-for-the-use-of-funds-in-the-home-arp-program/>.

HOME-ARP funds may not be committed after the end of the HOME-ARP budget period. HOME-ARP funds must be used in accordance with the requirements in 24 CFR 92.213(a)-(c). HOME-ARP may not be used for any of the prohibited activities, costs or fees in 24 CFR 92.214, as revised by the HOME-ARP Appendix to the HOME-ARP Notice.

Contractor shall carry out each activity in compliance with HOME-ARP Notice and/or Appendix and all Federal laws and regulations described in subpart H of 24 CFR part 92.

Contractor shall comply with the applicable affirmative marketing requirements and/or responsibilities as set forth in applicable federal fair housing laws, 24 CFR 92.351, and the City’s affirmative marketing policy.

Upon the expiration of the Agreement, Contractor must transfer to the City any HOME-ARP funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME-ARP funds.

In addition to the remedies for breach of the provisions provided in this Agreement, in accordance with 2 CFR 200.338, suspension or termination may occur if the Contractor materially fails to comply with any term of the Agreement. The City may permit the Agreement to be terminated in whole or in part in accordance with 2 CFR 200.339.

Program Income must be remitted to the City or retained by the Contractor for additional eligible activities, at the election and sole discretion of the City.

Contractor is prohibited from charging servicing, origination, or other fees for the costs of administering the HOME-ARP program, except as permitted by 24 CFR 92.214, as revised by the HOME-ARP Appendix.

- B. Tenant-Based Rental Assistance (TBRA). Only individuals and families in the qualifying populations are eligible to receive HOME-ARP assistance.
1. Contractor must select qualifying households for HOME-ARP TBRA in accordance with written tenant selection policies and criteria that are based on local housing needs established in the City's approved HOME-ARP allocation plan. The written tenant selection policies and criteria must contain the following:
    - a. Limit eligibility to households that meet one of the HOME-ARP qualifying populations definitions in accordance with HOME-ARP requirements. Preferences for households in one or more of the HOME-ARP qualifying populations, if any, must comply with the preferences and/or method of prioritization in the City's approved HOME-ARP allocation plan and the City's policies and procedures for applying such preferences, if any, and must not violate nondiscrimination requirements in 24 CFR 92.350.
      - i. If HOME-ARP TBRA applicants are selected off a waiting list, Contractor must provide for the selection of qualifying households from a written waiting list in accordance with the City's preferences or method of prioritization in the chronological order of their application, insofar as is practicable.
      - ii. Give prompt written notification to any rejected applicant of the grounds for any rejection, and
      - iii. Comply with the Violence Against Women Act (VAWA) requirements as described in 24 CFR 92.359.
  2. Tenant Protections. Contractor must require and verify that there is an executed lease between the qualifying household that receives HOME-ARP TBRA and the owner of the rental unit.
  3. Eligible Costs. Eligible costs under HOME-ARP TBRA include rental assistance, security deposit payments, and utility deposit assistance to qualifying households.
  4. Ineligible Costs. HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at 24 CFR 92.209(c)(2)(iv).
  5. Rent Standard. Consistent with 24 CFR 92.209(h)(3), Contractor must comply with the City's established rent standard for HOME-ARP TBRA by unit size that is based upon local market conditions or the section 8 Housing Choice Voucher program under 24 CFR part 982. Contractor must comply with the City's determination as to whether the rent for a HOME-ARP TBRA household complies with the rent standard established by the City

for the HOME-ARP program and must disapprove a lease if the rent does not meet the City's rent standard for HOME-ARP TBRA.

6. Housing Quality Standards. Housing occupied by a household receiving HOME-ARP TBRA must comply with all housing quality standards required in 24 CFR 982.401 (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case the City may defer to initial and ongoing inspection standards.
- C. Supportive Services. Supportive services include: a) services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act ("McKinney-Vento Supportive Services") (42 U.S.C. 11360(29)); b) homelessness prevention services, as adapted from eligible homelessness prevention services under the regulations at 24 CFR 576.102, 24 CFR 576.103, 24 CFR 576.105, and 24 CFR 576.106, and as revised, supplemented, and streamlined in Section VI.D.4.c.i and as described in Section VI.D.3. and D.4 of the HOME-ARP Notice; and c) housing counseling services under HOME-ARP are those consistent with the definition of housing counseling and housing counseling services defined at 24 CFR 5.100 and 5.111, respectively, except where otherwise noted. The requirements at 24 CFR 5.111 state that any housing counseling, as defined in 24 CFR 5.100, required under or provided in connection with any program administered by HUD shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x.
1. Eligible Program Participants. Supportive services may be provided to individuals and families who meet the definition of a qualifying population under Section IV.A of the HOME-ARP Notice and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under the HOME-ARP Notice in accordance with policies and procedures developed by the City.
  2. Client Selection. HOME-ARP funds may only be used to provide supportive services to individuals or families that meet the definition of a qualifying population in Section IV.A of the HOME-ARP Notice. Contractor must comply with the City's policies and procedures for the selection of program participants for services under the HOME-ARP Notice and in compliance with the HOME-ARP Notice.
  3. In accordance with 24 CFR 214.300(a)(2), housing counselors must establish an action plan for each participating qualifying individual or family. Additionally, as per 24 CFR 214.300(c), housing counselors must also make reasonable efforts to have follow-up communications with participating qualifying individuals, when possible, to assure that the individual or family is progressing toward the housing goal established in the plan, to modify or terminate housing counseling, and to learn and report outcomes.

4. All supportive service costs paid for by HOME-ARP must comply with the requirements of the HOME-ARP Notice, including requirements in 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable. If a qualifying household is already receiving the same eligible supportive service or has been approved to receive the same service through another program or provider, the program participant does not have a need for the HOME-ARP service and the costs related to the service do not comply with the Cost Principles.
5. Termination of Assistance. Contractor and/or the City may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by Contractor and/or the City.
  - (a) Due Process. Contractor must establish policies and procedures for termination of assistance to program participants. In terminating assistance to a program participant, Contractor must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - (1) Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance;
    - (2) Written notice to the program participant containing a clear statement of the reasons for termination;
    - (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - (4) Prompt written notice of the final decision to the program participant.

During this process, Contractor must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodations. Similarly, Contractor must provide meaningful access to persons with limited English proficient (LEP).

- D. Records and Reports. Any and all records evidencing the use of HOME-ARP funds.
  1. A full description of each project assisted with HOME-ARP funds, including the location (address of project), form of HOME-ARP assistance,

and the units, families, or qualifying households assisted with HOME-ARP funds, subject to confidentiality requirements in the HOME-ARP Notice.

2. Records demonstrating that each qualifying household is eligible for HOME-ARP assistance based on the requirements of the ARP and Section IV of the HOME-ARP Notice.
3. If HOME-ARP funds are used for TBRA, records supporting the Contractor's written selection policies and criteria; supporting documentation for preferences for specific categories of qualifying individuals; and records supporting the rent standard and minimum tenant contribution established in accordance with Section VI.C.7 and 8 of the HOME-ARP Notice.
  - a. Records (e.g., inspection reports) demonstrating that each unit occupied by a qualifying household receiving HOME-ARP TBRA, meets the housing quality standards of Section VI.C.9 of the HOME-ARP Notice at initial occupancy and throughout the household's term of assistance.
  - b. Records demonstrating that each household qualifying as "at risk of homelessness," records that meet the requirements in 24 CFR 576.500(c)(1) or (2), as applicable, and include the following documentation of annual income:
    - i. Income evaluation form containing the minimum requirements specified by HUD and completed by the Contractor; and
    - ii. Source documents for the assets held by the household and income received over the most recent period for which representative data is available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
    - iii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the household received over the most recent period for which representative data is available; or
    - iv. To the extent that source documents and third-party verification are unobtainable, the written certification by the household of the amount of income the household received for the most recent period representative of the income that the household is reasonably expected to receive over the 3-month period following the evaluation.

4. Records demonstrating that for each HOME-ARP rental housing unit or for each household receiving HOME-ARP TBRA, compliance with the tenant protection requirements of Sections VI.B.19 and VI.C.2, respectively, of the HOME-ARP Notice.
  5. For HOME-ARP TBRA projects, records must be retained for five years after the period of rental assistance terminates.
  6. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- E. Confidentiality. Contractor must develop, implement, and maintain written procedures that require that all records containing personally identifying information of any individual or family who applies for and/or receives HOME-ARP assistance will be kept secure and confidential.
- F. Applicability of Uniform Administrative Requirements. The requirements of 2 CFR 92.505, as revised by the HOME-ARP Appendix, apply to the use of HOME-ARP funds, except HUD waives 24 CFR 92.505 to the extent that it conflicts with the following:

The requirements of 2 CFR part 200, as amended, apply to Contractor receiving HOME-ARP funds, except for the following provisions: 2 CFR 200.306, 200.307, 200.311 (except as provided in 24 CFR 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c) and the HOME-ARP Notice. If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, as revised by the HOME-ARP Notice, the definitions in 24 CFR part 92, as revised by the HOME-ARP Notice, govern. Moreover, if there is a conflict between the provisions of 2 CFR part 200 and the provisions of the HOME-ARP Notice, the provisions of the HOME-ARP Notice govern.

Where regulations in 24 CFR part 92 refer to specific regulations of 2 CFR part 200 that were or are renumbered or revised by amendments to 2 CFR part 200, the requirements that apply to the use of HOME-ARP funds are the applicable requirements in 2 CFR part 200, as amended, notwithstanding the renumbered regulatory reference.

- G. Program Income. Program Income means gross income received by the Contractor directly generated from the use of HOME-ARP funds. When program income is generated by housing or shelter that is only partially assisted with HOME-ARP funds, the income shall be prorated to reflect the percentage of HOME-ARP funds used. Program Income includes, but is not limited to, principal and interest payments from a loan made with HOME-ARP funds, or other income or fees received from project owners in connection with HOME-

ARP funds, interest earned by the Contractor on program income before its disposition.”

- §4. Amend Exhibit G, page 1, by adding the following as the fourth paragraph in the unmarked introductory section at the top of the page and preceding “Task 1:”

“[Notice CPD-21-10](#) and HOME-ARP Appendix for Waivers and Alternative Requirements For Implementation of the HOME American Rescue Plan (HOME-ARP) Program established requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021(ARP) for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.”

- §5. Amend Exhibit G, Scope of Work, under Task 6, “Emergency Rental Assistance” to add the HOME-ARP eligibility requirements by deleting Task 6 and replacing it with the following:

**“Task 6: Emergency Rental Assistance**

To prevent evictions and disruptive displacements, and/or to stabilize tenants in new housing, the Contractor shall provide rental assistance on behalf of tenants that meet the requirements for one or more of the qualifying populations listed below. Such assistance is reasonably likely to result in preventing displacement or homelessness. HOME-ARP funds must be used to primarily benefit the following qualifying populations:

- Individuals and families experiencing homelessness; homeless, as defined by 24 CFR 91.5
- Individuals and families at-risk of homelessness
- Individuals and families fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Other populations for whom supportive services or assistance would **prevent homelessness** or serve those with the **greatest risk of housing instability**.
  - Other Families Requiring Services or Housing Assistance to Prevent Homelessness: Households (i.e., individuals and families) • who have previously been qualified as “homeless” as defined in 24 CFR 91.5
    - are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and
    - who need additional housing assistance or supportive services to avoid a return to homelessness
  - Greatest Risk of Housing Instability means a household that has: **1)** Annual income ≤ 30% of area median income and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing costs); **OR 2)** Annual

income  $\leq$  50% of AMI and meets one of the conditions in paragraph (iii) of “At risk of homelessness” definition at §91.5

The Contractor may subcontract this task, in its entirety, to a Rental Assistance Subcontractor.

Any debt or cost incurred by a tenant related to rental housing or relocating to new rental housing due to a dispute with the landlord and/or a pending unlawful detainer case is eligible to be paid by emergency rental assistance, including but not limited to rent, utility payments, security deposits, and/or reasonable moving costs. All payments must be made subject to the following:

- Contractor shall collect and retain a W9 from the landlord, creditor, or any other obligee prior to issuing any rental assistance payments;
- Contractor shall make all rental assistance payments directly to the landlord, creditor, or any other obligee;
- Contractor shall verify, via documentation that is generally accepted or available in public records as proof of ownership (e.g. public real estate profiles) that shall be retained by the Contractor and made available for review in the case of an audit that the entity receiving rental assistance payments is the landlord or their authorized agent;
- HOME-ARP funds used for providing rental assistance to individuals and families with household incomes at up to 50% of Area Median Income (AMI) in compliance with the HOME-ARP Notice described in Section D. (R) and (S) as follows:
  - First and Last month's rent: a pre-payment of the first and last month's rent under a new lease to the owner at the time the owner is paid the security deposit for the program participant's tenancy in the housing. This assistance must not exceed two month's rent and must be tracked for purposes of determining the total short- and medium-term financial assistance for rent that the program participant may receive
  - Payment of rental arrears: HOME-ARP funds may be used for a onetime payment for up to 6 months of rent in arrears, including any late fees or charges on those arrears, if necessary for the household to maintain their existing housing or, for those without housing, if necessary to remove a demonstrated barrier to obtaining housing.
  - Short-term (up to 3 months) and medium-term (more than 3 months but not more than 24 months) financial assistance for rent: Subject to the following conditions, program participant with short-term or medium-term financial assistance for rent, provided that the total financial assistance provided, including any pre-payment of first and last month's rent as described above, does not exceed 24 months of rental payments over any 3-year period.
  - Rental payments must be made only to an owner with whom has entered into a financial assistance agreement for rental payment.

- The financial assistance agreement must set forth the terms under which rental payments will be provided, including the requirements that apply under the HOME-ARP Notice.
- The financial assistance agreement must provide that, during the term of the agreement, the owner must provide a copy of any notice to the program participant to vacate the housing unit or any complaint used under State or local law to commence an eviction action against the program participant.
- The owner must serve written notice upon the program participant at least 30 days before termination of tenancy specifying the grounds for the action. Each financial assistance agreement that is executed or renewed must comply with the requirements in 24 CFR 92.359.
- Timely payments must be made to each owner in accordance with the financial assistance agreement. The financial assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease.
- Rental payments cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR 53 part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
- Each program participant receiving financial assistance for rental payments must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the financial assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. New leases must have an initial term of 1 year unless a shorter period is agreed upon by the program participant and owner. The lease requirements in 24 CFR 92.359 apply to this financial assistance.
- Ineligible costs - Financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources.
- The Contractor, in its discretion, shall provide the minimum rental assistance necessary that is reasonably likely to allow the tenant to sustain the tenant's housing or obtain and sustain new housing, as documented through the case record. The Contractor shall base its decision to provide short-term rental assistance case-by-case on the totality of circumstances and shall prioritize the provision of financial assistance to cases that include, but are not limited to: tenants that live in long-term rent stabilized units or units that are affordable based on the tenant's income; tenant households with minor children; tenant households that are extremely low-income and tenants or members of the tenant's household that are at high-risk of becoming homeless.

Employees of the Contractor and Subcontractors and direct family members of the Contractor and Subcontractors are ineligible for rental assistance.”

- §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 fifteen (15) 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 Fifth Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

Executed this 8th day of May 2023

By [Signature]  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

ANN SEWILL  
General Manager  
Los Angeles Housing Department

Date 5/8/23

By [Signature]  
Luz C Santiago  
Assistant General Manager

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By [Signature]   
Deputy City Clerk

Date 05/10/2023

Executed this 3<sup>rd</sup> day of APRIL 2023

For: LEGAL AID FOUNDATION  
OF LOS ANGELES

By [Signature]  
Silvia Argueta  
Executive Director



Unique Entity Identification Number: PA3DKB9K3YA3  
City Business License Number: 0000017314-0001-2  
FAIN ID: M21-MP060519  
CFDA Number: HOME 14.239  
Internal Revenue Service ID Number: 95-1684067  
Council File/CAO File Numbers: 20-1433-S2; Dates of Approval: March 30, 2022 (Council), and April 1, 2022 (Mayor)  
Said Agreement is Number C-138260 of City Contracts, Amendment 5