

**AMENDMENT NUMBER ONE TO
SUBRECIPIENT AGREEMENT
WITH COMMUNITY LEGAL AID SOCAL
FOR HOUSING RELATED SPECIAL SERVICES
FOR QUALIFYING POPULATIONS – LEGAL SERVICES**

This First Amendment to the Subrecipient Agreement (“Amendment”) is dated July 1, 2024, (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa, California 92626 (the “City”) and COMMUNITY LEGAL AID SOCAL, a California nonprofit corporation, having its principal office at 2101 N. Tustin Avenue, Tustin, California 92705 (the “Subrecipient”).

WHEREAS, the City has been allocated \$1,816,742.00 (“HOME-ARP Funds”) for housing related supported services for qualifying populations pursuant to the HOME formula established in 24 CFR 92.5 and 92.60; and

WHEREAS, the City seeks to address the needs and gaps identified in the City’s HOME-ARP Allocation Plan approved by HUD on January 23, 2023; and

WHEREAS, supportive services are identified as one of four activities eligible for HOME-ARP funding including: (1) services identified in section 401(29) of the McKinney Vento Homeless Assistance Act (42 USC 11360(29)), (2) homelessness prevention services, and (3) housing counseling services; and

WHEREAS, on July 1, 2023, the City authorized the award of HOME-ARP funds to Subrecipient for the purpose of providing no-cost full-scope legal services in housing cases where there is no local government support for no-cost legal assistance (“Program”); and

WHEREAS, pursuant to the Agreement, Subrecipient is bound by the standard terms and conditions in the Agreement and such rules, regulations or requirements contained therein; and

WHEREAS, City and Subrecipient now agree to extend the term of the Agreement for one year, commencing on July 1, 2024 and ending on June 30, 2025; and

WHEREAS, City and Subrecipient also agree that this one year extension will continue in the same amount of \$250,000, pursuant to Section 2.1 of the Agreement (from July 1, 2024 to June 30, 2025); and

WHEREAS, City and Subrecipient also desire to update City’s Scope of Work, referenced in Section 1.1 of the Agreement (Exhibit “A”); and

WHEREAS, City and Subrecipient intend and desire that this Amendment be effective to the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Amendment shall be retroactive to the Effective Date.
2. Term of Agreement. Section 2.2 "Term" of the Agreement is hereby amended its entirety to read as follows:

"The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2025. The term may be extended for up to three (3) years upon mutual written agreement of the parties, subject to the availability and /or allocation of HOME/ARP funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make the final request for reimbursement. The recordkeeping and reporting requirements of Section 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

3. The City's Scope of Work, attached as Exhibit "A" to the Agreement shall be deleted in its entirety and replaced with the updated Scope of Work and attached hereto as Exhibit "A."
4. The Agreement will continue in the same annual amount of \$250,000, pursuant to Section 2.1 of the Agreement (from July 1, 2024, to June 30, 2025).
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement, as amended, shall remain in full force and effect.
7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

[Signatures appear on following page.]

SUBRECIPIENT

[Signature]
Signature

Date: 8/16/24

Kate Marr
Executive Director

CITY OF COSTA MESA

[Signature]
Lori Ann Farrell Harrison
City Manager

Date: 8/27/2024

ATTEST:

[Signature]
Brenda Green
City Clerk



Date: 8/29/2024

APPROVED AS TO FORM:

[Signature]
Kimberly Hall Barlow
City Attorney

Date: 8/26/24

APPROVED AS TO INSURANCE:

[Signature]
Ruth Wang
Risk Management

Date: 8/24/24

APPROVED AS TO PURCHASING:

[Signature]
Carol Molina
Finance Director

Date: 8/23/24

Name of Organization: Community Legal Aid SoCal

**Exhibit A - Scope of Work
CITY OF COSTA MESA
2024-2025 Housing Related Supportive Services**

Activity: <u>Select One</u> that best describes your program.	Primary Objective:	Primary Outcome Measurement:
<input type="checkbox"/> Child Care <input type="checkbox"/> Educational Services <input type="checkbox"/> Employment & Job Assistance training <input type="checkbox"/> Food <input type="checkbox"/> Housing search and counseling services <input type="checkbox"/> Legal Services <input type="checkbox"/> Life skills training <input type="checkbox"/> Mental health services <input type="checkbox"/> Outpatient health services <input type="checkbox"/> Outreach Services <input type="checkbox"/> Substance abuse treatment services <input type="checkbox"/> Transportation <input type="checkbox"/> Case management <input type="checkbox"/> Mediation <input type="checkbox"/> Landlord/tenant liaison <input type="checkbox"/> Credit Repair <input type="checkbox"/> Service for special populations (i.e. Spanish-only speakers) <input type="checkbox"/> Financial assistance costs (rental application fees, security deposits, utility deposits, payment of rental arrears)	<input checked="" type="checkbox"/> <u>Provide homelessness assistance and supportive services to those who meet the criteria as listed in HUD CPD Notice 21-10 for "Qualifying Populations".</u>	<input checked="" type="checkbox"/> <u>Number of homeless and not homeless households assisted with supportive services</u>

I. Description of Work

- A. Provide a concise description of the activity to be undertaken with ARPA and/or HOME-ARP funds during the 12-month contract period including the services to be performed, length of services, who will benefit from the services, and how ARPA/HOME-ARP funds will be used. ***Please see attached.***
- B. Describe the general administrative services to be performed in support of activities noted above and list the amount of ARPA and/or HOME-ARP funds (if any) that will be utilized to support these general administrative services. Please see attached.

II. Output Measurements

- A. Total Number of unduplicated Costa Mesa residents to be served through this program during the 12-month contract period = _____
- B. Provide a "break-down" of the Costa Mesa residents to be served by the activities listed above. Each resident obtaining services should only be counted once even if they receive multiple services. See the example below.

SAMPLE PROGRAM SERVICE GOALS	
Costa Mesa Residents	Type of Service Provided * If a resident receives multiple services, only count once. <i>Example: Resident receives food bank, rent & utility assistance - resident only counted once under "Direct Assistance"</i>
20	Phone Referrals
50	Counseling Services
10	Food Bank
5	Direct Financial Assistance (rent, mortgage, utility assistance)
85	TOTAL UNDUPLICATED

Program Service Goals	
Costa Mesa Residents	Type of Service Provided * If a resident receives multiple services, only count once.
35	Housing cases
35	Benefits cases
30	Counsel and Advice cases
4	Know Your Rights events
104	TOTAL UNDUPLICATED

- C. Summarize the program outcomes and how outcomes will be measured, tracked & reported. **Please see attached.**

2023-2024 Program Budget

BUDGET CATEGORY	PROPOSED USE OF ARPA/HOME-ARP FUNDS	PROPOSED USE OF OTHER PROGRAM FUNDS	TOTAL PROGRAM COSTS
Project Delivery Costs			
Staff Salaries & Benefits	\$218,985	\$	\$218,985
Program Supplies	\$8,288	\$5,645	\$13,933
Other (Specify) De Minimis	\$22,727	\$	\$22,727
Direct Costs			
Food	\$	\$	\$
Housing Search & Counseling	\$	\$	\$
Transportation	\$	\$	\$
Credit Repair	\$	\$	\$
Legal Services	\$	\$	\$
Other (Specify)	\$	\$	\$
Other (Specify)	\$	\$	\$
TOTAL	\$250,000	\$5,645	\$255,645

III. ARPA and/or HOME-ARP Funded Personnel:

ONLY list personnel that will be paid with Costa Mesa ARPA and/or HOME-ARP funds and that are listed as part of the 2023-2024 Program Budget.

CHECK BOX IF NOT APPLICABLE

AGENCY ADMINISTRATION

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	ARPA/HOME-ARP FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM HOME-ARP ACTIVITY
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%

PROPOSED PROGRAM STAFF

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	ARPA/HOME-ARP FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM HOME-ARP ACTIVITY
Directing Attorney	\$115,397	\$16,246	\$131,643	\$6,582	5%
Housing Attorneys	\$375,435	\$90,574	\$466,009	\$86,618	90%
Housing Paralegals	\$133,975	\$35,156	\$169,131	\$27,386	49%
Public Benefit Attorneys	\$224,782	\$60,895	\$285,677	\$62,849	88%
Public Benefit Paralegals	\$152,673	\$36,788	\$189,461	\$35,549	56%
	\$	\$	\$	\$	%

PROPOSED PROGRAM CONTRACT STAFF

POSITION TITLE	ANNUAL SALARY	ANNUAL BENEFITS	TOTAL COMPENSATION	ARPA/HOME-ARP FUNDS REQUESTED	% OF TIME POSITION IS DEDICATED TO CM HOME-ARP ACTIVITY
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%
	\$	\$	\$	\$	%