COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AFFAIRS

Members of the Board

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Director

"To Enrich Lives Through Effective and Caring Service"

August 2, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE AMENDMENT NO. 5 TO AGREEMENT NO. 72797 WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY TO EXTEND THE DEVELOPMENT AND MANAGEMENT OF PILOT SELF-HELP LEGAL ACCESS CENTERS (SHLACs) (SUPERVISORIAL DISTRICT 4 – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and Award the enclosed Amendment No. 5 (Attachment A) to Agreement No. 72797 with Neighborhood Legal Services of Los Angeles County to expand the Pilot Self-Help Legal Access Centers (SHLACs). The Amendment will allow the SHLAC program to open an additional facility in the South District-Long Beach Courthouse and increase the contract sum.

2. Instruct the Chairperson to sign the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

Approval of the proposed contract amendment will enable Neighborhood Legal Services of Los Angeles County (NLS) to expand services to the Long Beach courthouse. NLS will continue operations at the Van Nuys, Pomona, Inglewood, and Antelope Valley courthouses to provide basic, critical information regarding the court system for unrepresented litigants in Los Angeles County.

Unrepresented litigants require information on court-related matters such as form preparation, service of process, courtroom procedures, and appropriate courtroom demeanor. The lack of this information compromises their access to the judicial system and negatively impacts the administration and operation of the courts. Self-Help Legal Access Centers (SHLACs) have proven to be an effective method of assisting unrepresented litigants in understanding the

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court process and enabling them to make informed choices concerning the legal options available to them.

Background

In October 2000, the pilot SHLAC program was initiated at the Van Nuys Courthouse through an agreement with NLS. In January 2003, your Board approved Amendment No. 3 to the NLS contract to extend the operation of the Van Nuys SHLAC and expand service to Pomona and Inglewood. Amendment No. 4 expanded the program the Antelope Valley courthouse effective July 1, 2005. The three SHLAC locations have served more than 100,000 individuals since opening.

Proposed Contract Amendment No. 5

Approval of Amendment No. 5 to the current NLS contract will provide an additional $200,000 in FY 2005/2006 and allow NLS to expand its services to open an additional facility at the Long Beach Courthouse.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

Goal 1: Service Excellence, Strategy 1:Develop Standards for User Friendly Service

FISCAL IMPACT/FINANCING:

The Department of Consumer Affairs' (Department) FY 2005-06 Budget currently appropriates $313,000 for the operation of the Van Nuys SHLAC, $240,000 for the Pomona SHLAC, $122,000 for the Inglewood SHLAC, $189,311 for the Antelope Valley SHLAC, and $200,000 for the Long Beach SHLAC.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 20, 2000, the Board approved the existing Agreement Number 72797 (Agreement) between the County of Los Angeles, and Neighborhood Legal Services of Los Angeles County for the development and management of a pilot SHLAC. The Agreement was for one (1) year and was extended by your Board by Amendment No. 1 to continue operations for an additional one (1) year period to October 22, 2002. Amendment No. 2 was approved by your Board to continue operations for an additional one (1) year period to October 22, 2003. Amendment No. 3 was approved by your Board to continue services at Van Nuys and expand operations to Pomona and Inglewood through August 31, 2004. Amendment No. 4 was approved by your Board to continue services at Van Nuys, Pomona, and Inglewood through August 31, 2005 and expand operations to Antelope Valley. Amendment No. 4 also contained an option year that the Department has exercised to extend funding through August 31, 2006.

The proposed Amendment No. 5 to the Agreement shall expand development and management of the Self-Help Legal Access Centers for unrepresented litigants at the Superior

Court of California, County of Los Angeles, South District-Long Beach. Services will continue to be provided at courthouses in the Northwest District-Van Nuys, East District-Pomona, Southwest District-Inglewood, and Northern District-Antelope Valley.

The Contractor will not be asked to perform services, which will exceed the approved contract amount, scope of work and contract dates.

The Contractor shall comply with the County Jury Service Program (Chapter 2.203 of the County Code).

The proposed Amendment No. 5 (Attachment A) has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

By amending the Agreement, the SHLACs will continue to provide services to the public which include but are not limited to: assisting patrons with correctly completing required court forms, providing information concerning service of court papers on involved parties, and providing counseling on how to prepare and present their own case to a judge. Counseling and assistance is provided to patrons on civil law matters including, but not limited to, family law, landlord/tenant, name change, and guardianship.

CONCLUSION:

The Executive Office, Board of Supervisors is requested to return a copy of the approved Board letter to the Department as well as three (3) signed copies of the Amendment Number Five (5) to the Department.

Respectfully submitted,

PASTOR HERRERA, JR.
Director

PHJ:TRB:ks BoardLetterSHLAC 2005

ATTACHMENT

c: David Jansen, Chief Administrative Officer
Violet Varona-Lukens, Executive Officer, Board of Supervisors
Raymond G. Fortner Jr. County Counsel

AMENDMENT NO. 5
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
DEVELOPMENT AND MANAGEMENT OF
PILOT SELF-HELP LEGAL ACCESS CENTERS (SHLAC)

AGREEMENT NO. 72797

This Amendment No. 5 to Agreement No. 72797 is made and entered into this ___ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Neighborhood Legal Services of Los Angeles County (formerly known as San Fernando Valley Neighborhood Legal Services), hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on June 20, 2000, COUNTY and CONTRACTOR entered into an Agreement No. 72797 (Agreement), whereby CONTRACTOR was to develop and manage a pilot Self-Help Legal Access Center (SHLAC) for unrepresented litigants at one or more locations, including a location adjacent to the Superior Court of California, County of Los Angeles, Northwest District – Van Nuys; and

WHEREAS, Amendment No. 1 amended the Agreement by extending the term of the Agreement for one (1) year to October 22, 2002 and increasing the Contract Sum; and

WHEREAS, Amendment No. 2 amended the Agreement by extending the term of the Agreement for one (1) year to October 22, 2003 and increasing the Contract Sum; and

WHEREAS, Amendment No. 3 amended the Agreement by providing for development and management of two additional pilot SHLAC facilities to be located adjacent to or at the Superior Court of California, County of Los Angeles, East District (Pomona SHLAC) and Southwest District (Inglewood SHLAC), authorizing COUNTY'S Director or designee to extend the term of said Agreement, and increasing the Contract Sum; and

WHEREAS, Change Notice No. 1 amended the Agreement by amending line items in the budget in Exhibit B-1 of the Agreement; and

WHEREAS, Change Notice No. 2 amended the Agreement by extending the term of the Agreement for one (1) year to August 31, 2004; and

WHEREAS, Change Notice No. 3, Change Notice No. 4, Change Notice No. 5, and Change Notice No. 6 amended the Agreement by modifying line items in the budget in Exhibit B-1 of the Agreement; and

WHEREAS, Amendment No. 4 amended the Agreement by extending the term of the Agreement to August 31, 2005, authorizing COUNTY's Director or designee to extend the term of said Agreement by an additional one (1) year, increasing the Contract Sum, and providing for development and management of an additional pilot SHLAC facility to be located adjacent to or at the Superior Court of California, County of Los Angeles, North District (Antelope Valley SHLAC);

WHEREAS, Change Notice No. 7 amended the Agreement by extending the term of the Agreement for one (1) year to August 31, 2006; and

WHEREAS, COUNTY and CONTRACTOR desire to further amend the Agreement by providing for development and management of an additional pilot SHLAC facility to be located at or adjacent to the Superior Court of California, County of Los Angeles South

District (Long Beach SHLAC) and providing for extension of the term of the Agreement for one (1) additional year to be exercised solely at COUNTY discretion;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

1. **Subparagraph 2.4 of Paragraph 2.0, TERM,** is modified in its entirety to read as follows:

"2.4 COUNTY shall have the sole option to extend the term of the Agreement for up to one (1) additional one-year period for a maximum total term of seven (7) years. Each such option and extension shall be exercised at the sole discretion of the Director."

2. **Subparagraph 7.1 of Paragraph 7.0, ADMINISTRATION OF AGREEMENT – CONTRACTOR,** is modified in its entirety to read as follows:

"CONTRACTOR'S Project Manager

"7.1 Contractor's Project Manager is the following person, who must be a full-time employee of CONTRACTOR:

Neal S. Dudovitz
Executive Director
Neighborhood Legal Services of Los Angeles County
13327 Van Nuys Boulevard
Pacoima, California 91331"

3. **Subparagraph 15.1 of Paragraph 15.0, CONTRACT SUM,** is modified in its entirety to read as follows:

"15.1 This is a Fixed Price Agreement and CONTRACTOR may be reimbursed as indicated in Exhibit B-3 (Contractor's Fixed Price Pilot Project), subject to the Contract Sum and any time limit specified herein. The Contract Sum, including all applicable taxes, authorized by COUNTY hereunder shall not

exceed $3,604,311, which is the maximum total amount payable by COUNTY to CONTRACTOR for the performance of work set forth herein as shown in the Contract Sum Summary Table 15.1 below.

"This includes a Contract Cost for the Van Nuys SHLAC facility for five (5) years, ten (10) months of $1,878,000; Inglewood SHLAC facility for three (3) years, eight (8) months of $446,000; Pomona SHLAC facility for three (3) years, eight (8) months of $891,000; and the Antelope Valley SHLAC facility for one (1) year, two (2) months of $189,311. The Contract Cost for the Long Beach facility for one (1) year is $200,000. All budgeted costs must be incurred in the Contract year. Unspent funds will be returned to the County General Fund."

Table 15.1

CONTRACT SUM SUMMARY		
Year	**Contract Dates**	**Contract Sum**
SHLAC – Van Nuys		
Year 1	October 22, 2001	$ 313,000
Year 2	October 22, 2002	$ 313,000
Year 3	October 23, 2002 – August 31, 2003	$ 313,000
Year 4	August 31, 2004	$ 313,000
Year 5	August 31, 2005	$ 313,000
Year 6	August 31, 2006	$ 313,000
Subtotal		$ 1,878,000
SHLAC – Inglewood		
Year 1	Effective Date – August 31, 2003	$ 80,000
Year 2	August 31, 2004	$ 122,000
Year 3	August 31, 2005	$ 122,000
Year 4	August 31, 2006	$ 122,000
Subtotal		$ 446,000
SHLAC – Pomona		
Year 1	Effective Date – August 31, 2003	$ 148,000
Year 2	August 31, 2004	$ 263,000
Year 3	August 31, 2005	$ 240,000
Year 4	August 31, 2006	$ 240,000
Subtotal		$ 891,000
SHLAC – Antelope Valley		
Year 1	Effective Date – August 31, 2006	$ 189,311
Subtotal		$ 189,311
SHLAC – Long Beach		
Year 1	Effective Date – August 31, 2006	$ 200,000
Subtotal		$ 200,000
Total Contract Sum		**$3,604,311**

4. **Exhibit A-2, STATEMENT OF WORK**, is deleted in its entirety and hereby replaced by Exhibit A-3, Statement of Work, attached hereto and incorporated herein by reference.

5. **Exhibit B-2, TOTAL FIXED PRICE**, is deleted in its entirety and hereby replaced by Exhibit B-3, Total Fixed Price, attached hereto and incorporated herein by reference.

6. Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AUTHORIZATION OF AMENDMENT NO. 5

TO AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

AGREEMENT NO. 72797

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment to be subscribed by its Chairperson and the seal of said Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this _____ day of _____, 2005.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer - Clerk
Of the Board of Supervisors
County of Los Angeles

By: _____
Deputy

CONTRACTOR

By: _____
Neal S. Dudovitz, Executive Director
Neighborhood Legal Services of Los Angeles County

APPROVED AS TO FORM:

County Counsel

By _____
Senior Deputy County Counsel

EXHIBIT A-3

STATEMENT OF WORK

EXHIBIT A - 3
STATEMENT OF WORK

CONTRACTOR will operate five Self-Help Legal Access Centers (SHLACs) to assist unrepresented litigants at the Superior Court of California, County of Los Angeles.

CONTRACTOR shall provide the following services, as directed by the COUNTY's Project Director:

1. SHLAC Purpose and Locations: The purpose of the SHLAC is to assist unrepresented patrons in understanding the laws, regulations and court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them. The SHLAC shall not provide services already provided by the County of Los Angeles or County funded contractors. The CONTRACTOR is to operate a SHLAC at each of the following locations of the Superior Court of California, County of Los Angeles:

    - The Northwest District, Van Nuys Courthouse
    - The Southwest District, Inglewood Courthouse
    - The East District, Pomona Courthouse South
    - The North District, Antelope Valley Courthouse
    - The South District, Long Beach Courthouse

2. Eligibility \ Fees for Service: All residents of Los Angeles County with business at the Los Angeles County Superior Court and using the Northwest, Van Nuys District Court; the Southwest District, Inglewood Court; the East District, Pomona Courthouse, the North District, Palmdale Courthouse; or the South District, Long Beach Courthouse are eligible for service without charge regardless of their income.

3. Hours of Operation: The SHLAC offices shall be open for service during regular court days and hours, except for one designated afternoon a week. On one designated afternoon a week the SHLACs may be closed in order to convene individual center staff meetings and collective staff meetings, meet with court personnel, update Judicial Council Form Packets, modify and create self-help packets, and to attend to other matters necessary for the successful operation of the SHLACs. Each SHLAC may operate beyond regular court days and hours if permitted by the location at which it operates.

4. Representation and Legal Advice: SHLAC employees and volunteers shall not dispense legal advice or provide direct legal representation to SHLAC patrons. Patrons in need of legal representation shall be referred to qualified non-profit organizations as outlined in the following section (#5).

5. Referrals: Patrons in need of representation are only to be referred to qualified non-profit legal services programs: Public Counsel, the pro bono arm of the Los Angeles County Bar Association; and approved Bar Association lawyer referral services programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies. The SHLAC is not to be used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others. Records of referrals shall be kept by CONTRACTOR, and CONTRACTOR shall implement necessary procedures to insure that the SHLAC is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others.

6. Intake Form and Assessment: Persons requesting assistance shall complete a patron intake form. Intake forms shall indicate the following: the type of assistance the patron is seeking; if this is their first visit to the SHLAC; whether the patron or the opposing party is currently represented by counsel; if the District Attorney, City Attorney or other prosecuting agency is involved in any aspect of the case; how they were referred to the SHLAC; and the patron's primary language. Income information will be provided on a voluntary basis for statistical purposes only. Intake forms shall disclose that both parties to a dispute may be using the SHLAC for assistance, and shall further disclose that the SHLAC is not representing the patron in this or any other matter. CONTRACTOR shall request that each patron complete a customer satisfaction survey upon completion of services. Complete intake forms and customer satisfaction surveys shall be retained for a period of three years.

7. Services: CONTRACTOR will counsel and educate patrons concerning the laws relevant to their case, assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Assistance is to be provided to patrons on civil law matters including, but not limited to, name change, family law, landlord/tenant, guardianship, conservatorship, neighbor disputes and general civil litigation. All information given to patrons and forms completed will be overseen and reviewed by an attorney licensed to practice law in California and in good standing.

8. Personal Consultation: The SHLAC shall provide assistance to unrepresented litigants. SHLAC staff and volunteers will assess the needs of the individual patrons and provide information and printed materials in English and Spanish and in other languages as CONTRACTOR deems necessary to fulfill the mission of the SHLAC. Staff and volunteers will provide brief, specific and time-limited assistance including, but not limited to, assistance in completing court forms, conducting legal research, understanding service of process, calculating deadlines, and understanding legal options.

9. Forms and Printed Materials: Judicial Council approved court forms shall be made available without charge to SHLAC patrons. Printed materials shall also be made available to patrons to assist them in understanding the laws, regulations, and procedures relevant to civil and family law actions. Printed materials should be available in English and Spanish and in other languages deemed appropriate and

necessary by CONTRACTOR to assist patrons. Books and other publications designed to assist unrepresented patrons shall also be made available for on-site review. CONTRACTOR shall use uniform forms and materials at the SHLACs.

10. Audio-Visual Educational Aids \ Computers: Audio-visual legal assistance materials and the equipment necessary for their viewing shall be available on the premises to SHLAC patrons. CONTRACTOR will seek the assistance of qualified organizations when necessary in order to communicate with the hearing impaired. Computers with printers shall be available to patrons to assist with forms completion and internet access for research relevant to their case.

11. Community Education and Outreach: CONTRACTOR shall engage in community education and outreach activities designed to educate the public and the bar concerning the purpose of the SHLAC, the services it offers, issues facing pro per litigants, and volunteer opportunities.

12. Court Liaison: CONTRACTOR shall establish and maintain effective and productive communications with court staff and administrators to inform them of the activities and progress of the SHLACs and to seek their support in the successful operation of the program.

13. Volunteers and Volunteer Training: CONTRACTOR shall recruit volunteer attorneys, paraprofessionals and others to assist patrons of the SHLAC. CONTRACTOR shall develop a training program and training manual to insure quality service and compliance with the provisions of this contract.

14. Coordination of SHLAC Services and Office Protocols: SHLAC staff will use uniform written procedural documents outlining office operations and delineating employee and volunteer duties. CONTRACTOR shall coordinate the operation of all SHLACs to insure uniform policies, procedures, materials and forms. Staff from all SHLACs shall meet at least quarterly to coordinate efforts, to discuss service issues, and to insure that each center is operating efficiently and effectively.

15. Program Evaluation: CONTRACTOR shall prepare for the Department of Consumer Affairs COUNTY Project Director, an annual report which shall include a summary of the services provided at the SHLAC, the number of people assisted, a summary of the information contained on the client intake forms, a summary of the client satisfaction surveys, a summary of the number of volunteers serving at the SHLACs and the number of hours served, new materials developed, results of liaison with the courts and all other SHLAC activities

16. Reports: Complete financial reports of expenditures shall be provided to the COUNTY by the twentieth day of each month for the previous month. Reports must also be submitted by the twentieth day of each month for the previous month which detail the number of clients served, the type of service provided, the income ranges of patrons, and a summary of the required customer satisfaction surveys.

EXHIBIT B-3

TOTAL FIXED PRICE

EXHIBIT B-3

TOTAL FIXED PRICE

VAN NUYS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	TOTAL
Personnel	$262,572	$270,178	$295,217	$298,108	$298,108	$298,108	$1,722,291
Non-Personnel	50,428	42,822	17,783	14,892	14,892	14,892	155,709
	$313,000	$313,000	$313,000	$313,000	$313,000	$313,000	$1,878,000

INGLEWOOD

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Personnel	$75,408	$116,760	$116,760	$116,760	$425,688
Non-Personnel	4,592	5,240	5,240	5,240	20,312
	$80,000	$122,000	$122,000	$122,000	$446,000

POMONA

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
Personnel	$138,000	$228,041	$230,000	$230,000	$826,041
Non-Personnel	10,000	34,959	10,000	10,000	64,959
	$148,000	$263,000	$240,000	$240,000	$891,000

ANTELOPE VALLEY

	YEAR 1	TOTAL
Personnel	$179,311	$179,311
Non-Personnel	10,000	10,000
	$189,311	$189,311

LONG BEACH

	YEAR 1	TOTAL
Personnel	$180,000	$180,000
Non-Personnel	20,000	20,000
	$200,000	$200,000

TOTAL CONTRACT SUM	$3,604,311