

January 7, 2003

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. 3 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) AND
APPROVE AN APPROPRIATION ADJUSTMENT
(SUPERVISORIAL DISTRICT 1, 2, 3 – 3 VOTES)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD:**

1. Approve and Award the enclosed Amendment No. 3 (Attachment A) 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). The Amendment will provide for the addition of SHLACs to the Superior Courts of California, County of Los Angeles, East District-Pomona and South West District-Inglewood, amend the contract term to August 31, 2003 and increase the contract sum.
2. Authorize the Director of Consumer Affairs or his designee to extend the Agreement for one (1) option year period to August 31, 2004, for a maximum contract term of four (4) years.

3. Direct that any debt service (rent) expense in the Pomona and Inglewood Courthouses be absorbed only by the departments occupying these two courthouses; and that building operating costs associated with the SHLAC space be allocated to the Courts and absorbed by the County except for custodial costs of Inglewood Courthouse which are to be absorbed by the Court.
4. Approve the attached appropriation adjustment establishing a new refurbishment project for the implementation of a SHLAC at the Pomona Courthouse at an estimated cost of \$140,000 funded by a reallocation of appropriation from the Department of Consumer Affairs.
5. Instruct the Chief Administrative Office to execute gratis license agreements with Neighborhood Legal Services for the use of space at Van Nuys, Inglewood, and Pomona Courthouses.
6. Instruct the Chair 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 continue operations at the Van Nuys Courthouse and expand operations to the Pomona and Inglewood Courthouses to provide basic, critical information regarding the court system for unrepresented litigants in Los Angeles County.

Unrepresented litigants frequently require information on court-related matters such as form preparation, process service, and courtroom procedures and demeanor. The lack of this information and experience compromises their access to the judicial system and negatively impacts the administration and operation of the trial courts. Self-Help Legal Access Centers (SHLAC) have proven to be an effective method of assisting unrepresented litigants in understanding the laws, regulations and court procedures relevant to their case, which enables them to make informed choices concerning the legal options available to them.

Background

In October 2000, the SHLAC pilot program was initiated at the Van Nuys Courthouse through an agreement with NLS. Over the past two years, the Van Nuys SHLAC has successfully served up to 100 clients each day. In October 2002, your Board approved Amendment No. 2 to the NLS contract to extend the operation of the Van Nuys SHLAC to October 2003.

Based on the success of the Van Nuys SHLAC, your Board passed a motion in July 2002 to expand SHLAC services to the Pomona and Inglewood Courthouses.

Proposed Contract Amendment No. 3 and Refurbishment Project

Approval of Amendment No. 3 to the current NLS contract will allow NLS to continue services at the Van Nuys Courthouse and provide SHLAC services at the Inglewood and Pomona Courthouses through August 31, 2003, with a one-year option to continue services until August 31, 2004. The one-year option will only be exercised by the Director of Consumer Affairs with the concurrence of the Chief Administrative Office.

The proposed Inglewood Courthouse SHLAC will be located on the first floor in a recently remodeled and furnished area for a family law program that has never been operational. The area includes two restrooms and enclosed offices for conferences, storage and child play and is ready for occupancy.

Refurbishment of 1,490 square feet in the cafeteria of Pomona Courthouse is recommended to accommodate SHLAC staff and clients. The cafeteria is currently closed and the refurbishment will consist of the construction of walls, disposal of existing storage cage/rooms, asbestos containment and abatement, HVAC modifications, ceiling alterations for lighting enhancements, build-out of offices and specialized work areas, installation of a new door, plumbing, electrical and communication enhancements, and painting. Office furniture also will be purchased and installed. In order to comply with ADA requirements, path of travel improvements will include door alterations and other improvements.

The Community Development Commission will cause any necessary design activities to be completed and will manage refurbishment activities that will be performed by the Internal Services Department.

Approval of the recommended actions will also direct the CAO to execute gratis license agreements with NLS for the use of space at the Van Nuys, Inglewood, and Pomona Courthouses. The license agreements will primarily specify the type of uses allowed in the space provided by the County and will limit the liability of both parties.

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) 2002-03 Budget currently appropriates \$313,000 for the operation of the Van Nuys SHLAC and \$370,000 for the Inglewood and Pomona SHLACs.

The recommended Amendment No. 3 reflects operational costs, through the end of the contract term on August 31, 2003, of \$313,000 for SHLAC services at the Van Nuys Courthouse and an aggregate of \$228,000 at the Inglewood and Pomona Courthouses.

The operational costs for the Van Nuys SHLAC include an ongoing cost of \$266,687 and a one-time allocation of \$46,313 which will be applied to one-time costs at the Van Nuys SHLAC. The budgetary savings of \$46,313 resulted from the change in contract term proposed under Amendment No. 3. The one-time costs will require the prior written approval of the Department's Director.

The Amendment No. 3 will also result in a combined savings of \$142,000 at the Inglewood and Pomona SHLACs. The proposed refurbishment project including space renovation, ADA path of travel improvements, and furniture has been estimated at \$140,000. Approval of the attached appropriation adjustment will transfer \$140,000 of these savings to Refurbishment Project No. 86584 in the 2002-03 Capital Project Budget to fund the refurbishment of the Pomona Courthouse. The remaining \$2,000 in budgetary savings will be used to partially offset telephone service costs incurred by the Inglewood and Pomona SHLACs.

Absorption of Current Debt Service Payments and Building Operation Costs

The Pomona Courthouse is a bond-financed building with currently outstanding debt service (rent) payments. The SHLAC will be exempt from rent payments. Debt service payments will be absorbed by the departments, including the Superior Court, that occupy the Inglewood and Pomona courthouses. It should be noted that debt service payments for the Superior Court are funded by net County cost in the Rent Expenses budget.

In addition, NLS will not be responsible for building operation costs (e.g. custodial, utility, and building/grounds maintenance services). Such costs incurred at the Van Nuys and Pomona Courthouses are absorbed by the County. Building operation costs at the Inglewood Courthouse are absorbed by the Superior Court.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 20, 2000, the Board approved the existing Agreement Number 72797 between the County of Los Angeles, and Neighborhood Legal Services of Los Angeles County for the development and management of a pilot SHLAC (Agreement). 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.

The proposed Amendment No. 3 to the Agreement shall allow continued development and management of the Self-Help Legal Access Centers for unrepresented litigants adjacent to the Superior Court of California, County of Los Angeles, Northwest-Van Nuys, East District-Pomona and South West District-Inglewood.

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. 3 (Attachment A) has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Amendment No. 3 to the Agreement will comply with your Board's adopted July 2002 Board Motion to provide for basic, critical information regarding the court system for unrepresented litigants in Los Angeles County.

By amending the Agreement, the SHLACs will continue to provide services to the public which include but are not limited to: 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. Counseling or assistance is provided to patrons on civil law matters including, but not limited to, adoptions, name change, family law, landlord/tenant, guardianship, dispute resolution, small claims, traffic infractions and juvenile law.

Honorable Board of Supervisors

January 7, 2003

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CONCLUSION:

The Executive Office, Board of Supervisors is requested to return a copy of the approved Board letter to the Chief Administrative Officer, Capital Projects Division and to the Department as well as three (3) signed copies of the Amendment Number Three (3) to the Department.

Respectfully submitted,

PASTOR HERRERA, JR.
Director

DAVID E. JANSSEN
Chief Administrative Officer

PH:lm
Attachments (2)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

APPROPRIATION ADJUSTMENT

FISCAL YEAR 2002-03

3 - VOTES

FINANCIAL SOURCES

Department of Consumer Affairs
Services and Supplies
A01 - BS - 19100 - 2000
\$140,000 Decrease Appropriation

FINANCIAL USES

Capital Projects/Refurbishments
Department of Consumer Affairs
Pomona Courthouse - Self-Help
Legal Access Center Project
A01 - CP - 86584 - 6014
\$140,000 Increase Appropriation

JUSTIFICATION:

The appropriation adjustment is required to transfer appropriation from the Department's Operating Budget - Services and Supplies Account to the Capital Project/Refurbishments Budget to establish a new refurbishment project.

ATTACHMENT A

AMENDMENT NO. 3
TO AGREEMENT
BY AND BETWEEN COUNTY OF LOS ANGELES (COUNTY) AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY (CONTRACTOR)
FOR THE DEVELOPMENT AND MANAGEMENT OF A PILOT
SELF-HELP LEGAL ACCESS CENTER (SHLAC)

AGREEMENT NO. 72797

Whereas, COUNTY, and CONTRACTOR, on June 20, 2000, entered in a Agreement No. 72797, where CONTRACTOR is to develop and manage for COUNTY, a pilot project to establish a Self-Help Legal Access Center (SHLAC) for unrepresented litigants at a location adjacent to the Superior Court of California, County of Los Angeles, Northwest District – Van Nuys; and

Whereas, the term of the Agreement for the SHLAC Van Nuys facility commenced upon execution by the parties hereto and was for a period of one (1) year that commenced upon written certification by COUNTY to CONTRACTOR regarding the completion of construction and other refurbishment of the SHLAC facility unless sooner extended or terminated, in whole or in part, as provided herein; and

Whereas, CONTRACTOR was notified by COUNTY of the completion of construction and refurbishment of the Van Nuys SHLAC facility and CONTRACTOR began contract performance on October 23, 2000, for one (1) year and expired on October 22, 2001; and

Whereas, Amendment No. 1 extended the term of the Agreement for one (1) year to October 22, 2002 and Amendment No. 2 extended the term of the Agreement for one (1) year to October 22, 2003; and

Whereas, COUNTY and CONTRACTOR desire to amend the Agreement to add additional SHLAC facilities to the Superior Courts of California, County of Los Angeles, East District-Pomona and South West District – Inglewood, amend the Term and increase the Contract Sum.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Paragraph 2.0, TERM, the Agreement is hereby amended and the following paragraph is replaced as follows:

“2.3 The term of the Agreement shall be extended to August 31, 2003, unless sooner terminated or extended, in whole or in part, as provided in the Agreement.

2. Paragraph 2.0, TERM, the Agreement is hereby amended and the following paragraph is added as follows:

“2.5 Contractor shall notify County when this Agreement is within four (4) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County’s Project Manager, Department of Consumer Affairs.”

3. Paragraph 4.0, COUNTY'S OBLIGATIONS, is hereby amended and the following paragraph is added as follows:

"4.4 The COUNTY will provide all rent, related operational costs and all ongoing fees related to CONTRACTOR's occupancy in the SHLAC facilities while providing services under this Agreement."

4. Paragraph 10.0, AMENDMENT, is hereby amended and the following paragraph is replaced as follows:

"10.0 COUNTY reserves the right to initiate change to any portion of the work required under this Agreement and to any other provisions of this Agreement. All such changes shall be accomplished only as provided in this Paragraph 10.

"10.1 For any change which does affect the Statement of Work, Term, Contract Sum or any other term or condition included in this Agreement, an Amendment to this Agreement shall be prepared and executed by COUNTY'S Board of Supervisors and CONTRACTOR; except that: COUNTY'S Director or designee, solely at COUNTY discretion, is expressly authorized to extend the Term of the Agreement for the SHLAC – Van Nuys in option year four (4); SHLAC – Pomona and SHLAC - Inglewood in option year two (2) via an Amendment, as provided for in Subparagraph 2.4."

5. Paragraph 14.0, DEFINITIONS, is hereby amended and the following paragraph is added as follows:

"14.14 Effective Date shall mean the date of execution of this Agreement and Amendments by COUNTY'S Board of Supervisors."

6. Paragraph 15.1, CONTRACT SUM, is hereby amended and replaced as follows:

"15.1 This is a Fixed Price Agreement and CONTRACTOR may be reimbursed as indicated in Exhibit B-1 (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 \$1,842,000 Dollars, 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 SHLAC Van Nuys facility for two (2) years, ten (10) months of \$939,000 and one (1) option year of \$313,000. The Contract Cost for the SHLAC – Inglewood facility for eight (8) months is \$80,000 and one (1) option year of \$122,000. The SHLAC - Pomona facility Contract Cost for eight (8) months is \$148,000 and one (1) option year of \$240,000. The option years are exercised solely at COUNTY discretion. 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 - Option	August 31, 2004	\$ 313,000
Subtotal		\$ 1,252,000
SHLAC – Inglewood		
Year 1	Effective Date – August 31, 2003	\$ 80,000
Year 2 - Option	August 31, 2004	\$ 122,000
Subtotal		\$ 202,000
SHLAC – Pomona		
Year 1	Effective Date - August 31, 2003	\$ 148,000
Year 2 - Option	August 31, 2004	\$ 240,000
Subtotal		\$ 388,000
Total Contract Sum		\$1,842,000

7. Paragraph 63.0, SAFELY SURRENDERED BABY LAW is added as follows:

“63.0 SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit C of this Agreement.”

8. Exhibit A, Statement of Work, is deleted in its entirety and hereby replaced as Exhibit A-1, Statement of Work, attached hereto and incorporated herein by reference.
9. Exhibit B, Total Fixed Price, is deleted in its entirety and hereby replaced as Exhibit B-1, Total Fixed Price, attached hereto and incorporated herein by reference.
10. Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AUTHORIZATION OF AMENDMENT NO. 3
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

CONTRACT 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 _____, 2003.

COUNTY OF LOS ANGELES

By: _____
Chairperson, 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:
LLOYD W. PELLMAN
County Counsel

By _____

Deputy County Counsel

EXHIBIT A-1
STATEMENT OF WORK

EXHIBIT B-1
TOTAL FIXED PRICE

EXHIBIT C
SAFELY SURRENDERED BABY LAW