

**First Amendment
to the
Policy Consultant Services Agreement
By, Between, and Among
The Los Angeles County Affordable Housing Solutions Agency,
LeSar Holdings, Inc., and United Way, Inc.**

This is a First Amendment ("First Amendment") to that certain Policy Consultant Services Agreement (the "CONTRACT") entered into by, between and among the Los Angeles County Affordable Housing Solutions Agency ("LACAHSAs"), LeSar Holdings, Inc., a California corporation with its principal place of business located at 404 Euclid Avenue, Suite #212, San Diego, CA. 92114 (referred to interchangeably, as "LESAR", "CONTRACTOR" or "CONSULTANT"), and United Way, Inc., a California 501(c)(3) nonprofit corporation, with its principal place of business located at 1150 S. Olive Street, Suite T500, Los Angeles, CA. 90015 (dba, United Way of Greater Los Angeles ("UNITED WAY")), (hereinafter collectively referred to as the "Parties" and each a "Party" to this First Amendment). This First Amendment, based on the facts specified below, is entered into by, between and among the Parties, in Los Angeles, California, effective as of the last date signed by all the Parties below.

RECITALS

WHEREAS, the Parties entered into the CONTRACT effective February 12, 2024, for the provision of policy consultant services by LESAR; and,

WHEREAS, the Parties desire to amend the CONTRACT to modify the scope of services performed in relation to contract and grant solicitations, as described more fully below;

WHEREAS, on June 26, 2024, the LACAHSAs BOARD delegated authority to the BOARD Chair to execute this First Amendment, subject to review as to form by COUNTY COUNSEL; and,

WHEREAS, this First Amendment shall have no retroactive effect.

NOW, THEREFORE, in consideration of the mutual benefits and good and valuable consideration acknowledged and received, LACAHSAs, LESAR, and UNITED WAY agree to the foregoing and as follows:

TERMS

1.0 INCORPORATION OF RECITALS

The foregoing Recitals and the Recitals stated in the CONTRACT are incorporated into and made a part of this First Amendment in their entirety. The Recitals are incorporated herein by this reference to the same extent and with the same force and effect as if fully set forth herein.

2.0 INCORPORATION OF FIRST AMENDMENT

This First Amendment is incorporated into and made a part of the CONTRACT in its entirety. This First Amendment is incorporated into the CONTRACT to the same extent and with the same force and effect as if fully set forth in the CONTRACT.

3.0 DEFINITIONS

Unless otherwise defined in this First Amendment, all terms, phrases and words used in this First Amendment shall be construed to have the same meanings set forth in the CONTRACT. All capitalized terms, words or phrases used but not defined in this First Amendment shall have the same meanings and definitions assigned to such capitalized terms, words or phrases in the CONTRACT.

4.0 NEW SECTION 8.44

The CONTRACT is hereby modified by the addition of new section 8.44, and by its addition section 8.44 also serves to modify the Statement of Work, where applicable:

8.44 OTHER LIMITATIONS PERTAINING TO THE WORK

LESAR’s duties, services and Work under the CONTRACT shall not include preparing or assisting LACAHSAs or UNITED WAY with preparation of any applications, requests for proposals, requests for qualifications, or any other solicitations, or any portions thereof, regarding a subsequent or additional contract or grant with LACAHSAs or UNITED WAY. LACAHSAs and UNITED WAY shall each, at all times, retain responsibility for their/its separate contracting and grants, including with respect to any subsequent phase of the Work as defined in the CONTRACT, or any subsequent projects. LESAR’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. LESAR shall cooperate with LACAHSAs and UNITED WAY to ensure that all bidders, applicants and proposers for any subsequent contract or grant on any subsequent phase of the Work or other projects have access to the same information, including all conceptual, preliminary, and initial plans and specifications prepared by LESAR pursuant to the CONTRACT. Any breach or failure to comply with the provisions set out herein above is a material breach of the CONTRACT, in each instance.

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5.0 EFFECTIVE DATE

This First Amendment is effective as of the last date signed by all the Parties herein below and shall remain in effect unless and until the CONTRACT is terminated, expires or is otherwise amended to modify the First Amendment terms. This First Amendment, in whole or in part, shall have no retroactive effect (it is not retroactive).

6.0 LEGAL EFFECT

Except as expressly modified by this First Amendment, all of the terms, conditions and provisions of the CONTRACT shall remain unchanged and in full force and effect.

7.0 COUNTERPARTS; FACSIMILE REPRESENTATIONS

This First Amendment may be executed in one or more counterparts, each of which shall, irrespective of the date of its execution or delivery, be deemed an original but all of which together shall constitute one and the same First Amendment. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

Each of the Parties hereby agree to regard electronic representations of original signatures of authorized representatives of each Party, when appearing in appropriate places on this First Amendment and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to this First Amendment.

IN WITNESS THEREOF, effective as of the last date signed below by all the Parties, LACAHSAs has caused this First Amendment to be executed by the BOARD Chair; CONTRACTOR has caused this First Amendment to be executed by its duly authorized representative; and, UNITED WAY has caused this First Amendment to be executed by its duly authorized representative.

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////SIGNATURES FOLLOW ON NEXT PAGE////

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LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY (LACAHS):

By: _____
Rex Richardson
Chair, Board of Governing Directors

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Shirley R. Edwards
Deputy County Counsel

LESAR HOLDINGS, INC. (LESAR):

By: _____
Richard Valdez
Chief Operations Officer

Date: _____

UNITED WAY, INC.

By: _____
Tommy Newman
Vice President, Public Affairs

Date: _____