



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

BOARD OF DIRECTORS

BOARD MEETING

AGENDA

Monday, January 8, 2024 — 10:00 a.m.

Community Service Building Burbank

Room 104

150 N. Third Street

Burbank, CA 91502

BOARD OF DIRECTORS

Chair: Councilmember Marsha McLean, City of Santa Clarita

Vice-Chair: Councilmember Bob Blumenfield, 3rd District, City of Los Angeles

Supervisor Lindsey Horvath, 3rd Supervisorial District, County of Los Angeles

Supervisor Kathryn Barger, 5th Supervisorial District, County of Los Angeles

Councilmember Ara Najarian, City of Glendale

Mayor Nick Schultz, City of Burbank

Councilmember Mary Solorio, City of San Fernando

Councilmember Paul Krekorian, 2nd District, City of Los Angeles

Councilmember Nithya Raman, 4th District, City of Los Angeles

Councilmember Imelda Padilla, Council 6th District, City of Los Angeles

Councilmember Monica Rodriguez, 7th District, City of Los Angeles

Councilmember John Lee, 12th District, City of Los Angeles

STAFF

SFVCOG Fiscal Agent: Rachelle Anema, County of Los Angeles

SFVCOG Secretary: Los Angeles County Commission's Office

John Bwarie, Executive Director, San Fernando Valley COG
Adrienne Patterson, Deputy County Counsel, County of Los Angeles

OPEN SESSION

- 1. CALL TO ORDER** — Marsha McLean, Chair
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS**

CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Board, any public comments on any of the Consent Calendar items will be heard. There will be no separate action unless members of the Board request specific items to be removed from the Consent Calendar.

- 5. MINUTES ([Page 05](#))**
 - a. October 2, 2023 Board of Directors Meeting Minutes
Recommended Action: *Approve Minutes.*
- 6. 2024 ANNUAL WORK PROGRAM ADOPTION([Page 15](#))**
Recommended Action: *Approve 2024 Work Program.*
- 7. FINANCIAL REPORT ([Page 18](#))**
 - a. Review FY 2023-24 Financials October 1, 2023 through December 31, 2023
Recommended Action: *Receive and File Financial Report*

REGULAR CALENDAR

At the discretion of the SFVCOG, all items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the SFVCOG.

- 8. CHAIR REPORT**

Councilmember Marsha McLean, Chair of the Board
Updates, remarks and recommendations from the Board Chair.

9. EXECUTIVE DIRECTOR REPORT

Updates, remarks and recommendations from the Executive Director

10. RETROACTIVE APPROVAL OF HOMELESS SERVICES COORDINATION AGREEMENT WITH LESAR DEVELOPMENT CONSULTANTS ([Page 19](#))

Recommendation Action: *Review and approve the attached retroactive Homeless Services Coordination Agreement with LeSar Development Consultants, Inc. for the period January 1, 2022 to September 30, 2022 for an amount not to exceed \$30,000.00, and delegate authority to the Board Chair to sign the attached Homeless Services Coordination Agreement on behalf of the Board, after execution by LeSar Development Consultants, Inc. and review as to form by County Counsel for the County of Los Angeles (serving as the SFVCOG Counsel).*

11. CONDITIONAL SELECTION OF CALIFORNIA CONSULTING, INC. FOR GRANT WRITING SERVICES ([Page 39](#))

Recommendation Action: *Review and approve the conditional selection of California Consulting, Inc. to perform grant writing services, and approve delegation of authority to the Executive Director to negotiate, execute and implement the attached Grant Writing Services Agreement, subject first to review as to form by County Counsel for the County of Los Angeles (serving as the SFVCOG Counsel).*

12. ESTABLISHING AN EXPECTATION FOR FUNDING TO ADDRESS OUR HOMELESS NEEDS

Recommendation Action: *Discuss and direct staff on outcomes of discussion*

13. DISCUSSION ON SFVCOG RESERVE FUNDS ([Page 159](#))

Recommendation Action: *Discuss and direct staff on outcomes of discussion*

14. AGENDA ITEMS FOR FUTURE BOARD MEETINGS

15. BOARD MEMBER ANNOUNCEMENTS

16. NEXT MEETING

Board Meeting: Monday, April 8, 2024 at 10AM in Van Nuys

17. ADJOURNMENT

Adjourning in memory of Cindy Montañez

Notices:

Meetings of the San Fernando Valley Council of Governments are recorded. Minutes of each meeting are available at <http://sfvcog.org/> after the Board approves them. A person with a disability may contact the San Fernando Valley Council of Governments before the scheduled meeting to request receipt of an agenda in an alternative format or to request disability-related accommodations, in order to participate in the public meeting, requests will be met to the extent feasible. Email info@sfvcog.org for accommodation. The entire agenda package and any meeting related writings or documents provided to a majority of the Board of Directors after distribution of the agenda package, unless exempt from disclosure pursuant to California Law, are also available.



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

**BOARD OF DIRECTORS
BOARD MEETING
MINUTES **DRAFT****

Monday, October 2, 2023 — 10:00 a.m.

Valley Municipal Building, Council Chambers
14410 Sylvan Street, 2nd Floor
Van Nuys, California 91401

BOARD OF DIRECTORS

Chair: Councilmember Marsha McLean, City of Santa Clarita
Vice-Chair: Councilmember Bob Blumenfield, 3rd District, City of Los Angeles
Supervisor Lindsey Horvath, 3rd Supervisorial District, County of Los Angeles
Supervisor Kathryn Barger, 5th Supervisorial District, County of Los Angeles
Councilmember Ara Najarian, City of Glendale
Vice Mayor Nick Schultz, City of Burbank
Councilmember Mary Solorio, City of San Fernando
Councilmember Paul Krekorian, 2nd District, City of Los Angeles
Councilmember Nithya Raman, 4th District, City of Los Angeles
Councilmember Imelda Padilla, Council 6th District, City of Los Angeles
Councilmember Monica Rodriguez, 7th District, City of Los Angeles
Councilmember John Lee, 12th District, City of Los Angeles

STAFF

SFVCOG Fiscal Agent: Rachelle Anema, County of Los Angeles
SFVCOG Secretary: Los Angeles County Commission's Office
John Bwarie, Executive Director, San Fernando Valley COG
Adrienne Patterson, Deputy County Counsel, County of Los Angeles

San Fernando Valley Council of Governments

Board of Directors Meeting Minutes
DRAFT - Monday, October 2, 2023

**OPEN SESSION - [AUDIO LINK 1](#)
[AUDIO LINK 2](#)**

1. **CALL TO ORDER** — Marsha McLean, Chair
Chair Councilmember Marsha McLean called the Special Meeting to order at 10:17 a.m.

2. **ROLL CALL**

Roll call was conducted by Staff.

QUORUM ESTABLISHED (8 Members):

Present 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Chair Councilmember Marsha McLean.

4. **PUBLIC COMMENTS**

Stephanie Mullen, Metro representative, addressed the SFVCOG and announced that Metro will host a series of meetings in-regards to Projects pertaining to travel in the Sepulveda Pass Area; See [Meetings link](#).

CONSENT CALENDAR

All items listed under the Consent Calendar are considered to be routine and may be enacted by one motion. Prior to the motion to consider any action by the Board, any public comments on any of the Consent Calendar items will be heard. There will be no separate action unless members of the Board request specific items to be removed from the Consent Calendar.

5. MINUTES ([Page 5](#))

- a. August 14, 2023 Special Board of Directors Meeting Minutes

Recommended Action: Approve Minutes.

This item was taken up jointly with Agenda Item No. 6.

On motion of Vice Mayor Nick Shultz, seconded by Sahag Yedalian for Councilmember Paul Krekorian, the SFVCOG jointly approved this item including Agenda Item No. 6 with the following roll call vote:

Ayes 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

6. FINANCIAL REPORT

- a. Review FY 2023-24 Financials July 1, 2023 through September 30, 2023

Recommended Action: Receive and File Financial Report

This item was taken up and approved jointly with Agenda Item No. 5.

REGULAR CALENDAR

At the discretion of the SFVCOG, all items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the SFVCOG.

7. CHAIR REPORT

Councilmember Marsha McLean, Chair of the Board

Updates, remarks and recommendations from the Board Chair.

Chair Councilmember Marsha McLean announced that she would like to adjourn today's SFVCOG meeting in honor of fallen LASD Officer Ryan Clinkunbroomer, would like to add discussions on the SFVCOG cash balance and Metrolink Project Schedule at a future meeting; Chair McLean asked that a letter in support of weekend late Night Train need be sent on behalf of SFVCOG. Mr. Bwarie indicated that the letter can be sent.

Councilmember Monica Rodriguez expressed the importance to add Metro Line Connections to the North East San Fernando Valley area, this will increase public transit options and offer much more effective transportation. Dave Perry thanked Chair McLean for being an advocate on the increase of public transportation.

8. EXECUTIVE DIRECTOR REPORT

Updates, remarks and recommendations from the Executive Director

John Bwarie, Executive Director provided an update on the JPA Ad-Hoc Committee and indicated that County Counsel has been working with the Los Angeles City Attorney's Office regarding adjusting quorum and voting requirements, further information will be presented at a future meeting.

9. CLOSED SESSION PERSONNEL MATTER

Performance Evaluation of Executive Director Services, provided by Stratiscope, through John Bwarie.

(The Board may recess to Closed Session, pursuant to Government Code Section 54957 54957(b)(1)(2)).

This agenda item was discussed after Agenda Item No. 15.

Chair Councilmember Marsha McLean announced the above Notice of Closed Session. The SFVCOG recessed to closed session at 11:30 a.m. with the quorum of members present.

Chair Councilmember Marsha McLean reconvened the SFVCOG to open session at 12:18 p.m. with the quorum of members present.

QUORUM ESTABLISHED (8 Members):

Present 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Paola Basignana for Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

Adrienne Patterson County Counsel announced that reportable action was taken in closed session.

Chair McLean reported that the SFVCOG would like Mr. Bwarie to provide the following:

- An updated work plan;
- Include a line item in the budget for coffee; and
- Add an agenda item to discuss updates.

OPEN SESSION

10. PERSONNEL AGREEMENT

Discussion and consideration of action to amend Executive Director Services Agreement or take any other action as decided by SFVCOG.

Recommended Action: *Exercise option to extend one year from January 1, 2024 until December 31, 2024 or take any other requested action thereto as directed by the SFVCOG.*

On motion of Dave Perry for Supervisor Kathryn Barger, seconded by Justin Orenstein for Supervisor Lindsey P. Horvath, the SFVCOG approved this item with the following roll call vote:

Present 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Paola Basignana for Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

11. COUNTY REGIONAL HOMELESS COORDINATION FUNDING ([Page 12](#))

Recommended Action: *Review and approve new County Regional Coordination Funding Agreement for Homeless Services with the County of Los Angeles to include grant writing services and delegate authority to the Executive Director to sign for any modifications and/or amendments to the agreement, as necessary.*

This item was discussed after Agenda Item No. 8.

John Bwarie, Executive Director provided an overview of the County Regional Homeless Coordination Funding and indicated that the Los Angeles County has agreed SFVCOG to use funds to obtain Grant Writing services; agreement terms are outlined in the report; an amendment to use or combine past unused funds will also be included in the agreement.

Chair McLean expressed her concern with section I.d. on page 2 of the agreement. Adrienne Patterson, Deputy County Counsel, recommended that the SFVCOG ask the County if it is amenable to striking that section of the agreement. Discussion regarding agreement ensued.

On motion of Dave Perry for Supervisor Kathryn Barger, seconded by Justin Orenstein for Supervisor Lindsey P. Horvath, the SFVCOG approved this item with the following conditions: delegate authority to John Bwarie, Executive Director for the SFVCOG to work with the County to amend section I.d on page 2 of agreement and if it is not amended the agreement will not be executed, with the following roll call vote:

Ayes 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

12. REQUEST FOR PROPOSAL FOR GRANT WRITING SERVICES RELATED TO THE COUNTY REGIONAL COORDINATION FUNDING AGREEMENT

Recommendation Action: Discuss, authorize, delegate authority to the Executive Director to issue an Request for Proposal (RFP) for grant writing services for homelessness services in relation to the County Regional Coordination Funding Agreement for Homeless Services

John Bwarie, Executive Director provided an overview of the request for proposal for Grant Writing Services related to the County Regional Coordinating Funding agreement.

On motion of John Popoch for Vice Chair Councilmember Bob Blumenfield, seconded by Sahag Yedalian for Councilmember Paul Krekorian, the SFVCOG approved this item with the following roll call vote:

Ayes 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

13. LA METRO PROGRAMMING OF LOCAL FUNDS FOR EAST SAN FERNANDO VALLEY LRT (Page 48)

Recommended Action: *Support the LA Metro plan to program surplus Measure R and “replacement credits” to the East San Fernando Valley Light Rail Transit Project*

John Bwarie, Executive Director provided an overview of the LA Metro Programming of local funds for East San Fernando Valley LRT and introduced Mark Demeraz, Executive Directory, LA Metro Planning.

On motion of Councilmember Monica Rodriguez, seconded by John Popoch for Vice Chair Councilmember Bob Blumenfield, the SFVCOG approved this item with the following roll call vote:

Ayes 8: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

14. POSITION ON FUTURE HOMELESSNESS SALES TAX PROPOSALS

Recommended Action: Consider a position on future homelessness tax measures as it relates to “local return”

John Bwarie, Executive Director provided an overview of the SFVCOG’s position on future Homelessness Sales Tax proposals and indicated that a recommendation has not been drafted. Chair McLean

On motion of Councilmember Monica Rodriguez, seconded by Sahag Yedalian for Councilmember Paul Krekorian, the SFVCOG continued this item to a future meeting with the following roll call vote:

Ayes 7: Dave Perry for Supervisor Kathryn Barger
Justin Orenstein for Supervisor Lindsey P. Horvath
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Abstain 1: Chair Councilmember Marsha McLean

Excused 4: Councilmember Imelda Padilla
Councilmember John Lee
Councilmember Ara Najarian
Councilmember Mary Solorio

Motion failed due to lack of a vote.

15. SFVCOG APPOINTMENT TO THE LEAGUE OF CALIFORNIA CITIES L.A. COUNTY DIVISION BOARD ([Page 50](#))

Recommended Action: *Appoint an eligible member to represent the SFVCOG at the CalCities LA County Division Board*

Chair McLean introduced this item, provided a brief overview of being appointed to the League of California Cities L.A. County Division Board and opened the floor for nominations.

Vice Mayor Nick Shultz nominated himself as an appointee to the League of California Cities L.A. County Division Board. No other nominations were presented.

On motion of John Popoch for Vice Chair Councilmember Bob Blumenfield, seconded by Dave Perry for Supervisor Kathryn Barger, the SFVCOG approved Vice Mayor Nick Shultz's appointment to the League of California Cities L.A. County Division Board with the following roll call vote:

Ayes 7: Chair Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger
Councilmember Monica Rodriguez
Sahag Yedalian for Councilmember Paul Krekorian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Meg Healy for Councilmember Nithya Raman
Vice Mayor Nick Shultz

Excused 5: Councilmember Imelda Padilla
Councilmember John Lee

Councilmember Ara Najarian
Councilmember Mary Solorio
Supervisor Lindsey P. Horvath

16. BOARD MEMBER ANNOUNCEMENTS

There were no announcements provided.

17. NEXT MEETING

Board Meeting: Monday, January 8, 2023 at 10AM in Burbank

18. ADJOURNMENT

There being no further business, Chair Councilmember Marsha McLean adjourned the October 02, 2023, San Fernando Valley Council of Governments Board of Directors Meeting at 12:22 p.m. in honor of fallen LASD Officer Ryan Clinkunbroomer.

Notices:

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San Fernando Valley Council of Governments

DATE: January 4, 2024
TO: Board of Directors
FROM: John Bwarie, Executive Director
RE: **2024 Annual Work Program**

RECOMMENDATION

Adopt the SFVCOG 2024 Annual Work Program

BACKGROUND

Each year, SFVCOG staff develops a work program in consultation with the Board to set the course for the year, as requested at the October 2023 Executive Director Annual Review. This year's work program continues to bring back key projects and programs that were paused during the pandemic shutdowns.

Attachment:

Proposed calendar year 2024 Annual Work Program

2024 Work Program: January to December 2024

This document identifies the work to be initiated or continued by the SFVCOG for calendar year 2024. This Work Program aligns with the contract year of Stratiscope ending December 31, 2024, as requested at the October 2023 annual review. The Work Program will address the goals adopted in the SFVCOG's Strategic Framework and other identified priorities.

1. Effective Management of the Organization

The SFVCOG is a unique COG in LA County because of its member jurisdictions and board makeup. From supporting regular meetings to serving as the filing officer for ethics forms, staff will continue to effectively maintain the organization in compliance with local and state requirements, as well as those directed by the Board. Communication with key stakeholders, partners, and internal members remains a key component to staff work.

- A. Facilitate Quarterly Board Meetings, including producing board agenda packets and providing agenda briefings to member cities' key staff
- B. Facilitate Quarterly Transportation Committee Meetings, including producing board agenda packets and providing agenda briefings to member cities' key staff
- C. Serve as the filing officer for the California Fair Political Practices Commission Statement of Economic Interests Form 700
- D. Develop the draft annual work program and budget
- E. Serve as principal liaison with key federal, state, regional, and local agency entities and officials
- F. Monitor upcoming appointments for SFVCOG representatives for the SCAG Policy Committees, League of California Cities (Los Angeles County Division), and other committees
- G. Create and maintain a policy book with adopted policies of the SFVCOG
- H. Update and maintain the content on the SFVCOG website, such as board agendas, news updates, upcoming events, etc.

2. Advocate for SFVCOG mobility priorities

Transportation and mobility will remain the priority for the SFVCOG. We will continue to build on the work of past years, continuing successful programs and initiatives, as well as enhancing them:

- A. Communicate the SFVCOG's transportation priorities and build support for them, in particular focusing on the Sepulveda Pass Corridor Project development
- B. Coordinate and host a *Mobility Workshop* in late Q2 2024 to engage transportation advocates and create a unified voice to advance SFVCOG mobility priorities
- C. Develop the capacity of regional leaders and staff through training to support regional mobility through the interactive, in-person *SFVCOG Mobility Academy*
- D. Continue to convene and staff the SFVCOG Transportation Technical Advisory Committee (TAC) for general guidance, as well as to specifically respond to technical requests from the board or partner agencies.
- E. Work to engage on new technologies to engage key stakeholders in bringing more options to the SFVCOG Region
- F. Plan to bring members to Sacramento for meetings with key policy makers to advocate for SFVCOG mobility priorities

3. Work to support member jurisdictions to develop a stronger regional economy.

Homelessness

The SFVCOG will work with its cities to coordinate their work to serve those experiencing homelessness and coordinate approaches to engage the region to support these efforts.

Housing

Through SCAG REAP funding, staff will coordinate with the SCAG contractor and the cities of Burbank, Glendale, San Fernando and Santa Clarita to develop the VMT model for use in identifying and selecting priority sites for housing development based on transportation needs and opportunities. We will manage an online portal and support the use of the VMT model to determine housing locations by COG members.

4. Represent the SFVCOG Regionally

SFVCOG staff will facilitate the coordination between the SFVCOG and regional agencies, such as Metro, SCAG, subregional COGs, and other related agencies on transportation/mobility issues of regional importance. Tasks may include the following:

- A. Participate in SCAG Executive Director meetings
- B. Continue to serve as the SFVCOG representative in Metro's Policy Advisory Council
- C. Attend LA County and SoCal COG coordination meetings

6. Provide community support resources to member jurisdictions

The SFVCOG will provide member jurisdictions support to advance regionally significant projects in local jurisdictions. The support would come in the form of facilitation, community engagement, resolving conflicts, and finding consensus as requested by the member jurisdiction.

7. Support the application for and implementation of grants for the SFVCOG

SFVCOG Staff will develop a strategy to identify, apply for, and win grants; and explore a framework for implementation of that strategy.

**SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY FUND V54
STATEMENT OF RECEIPTS AND DISBURSEMENTS
OCTOBER 1, 2023 THROUGH DECEMBER 31, 2023**

Fund V54/Org 55665

Cash Balance, October 1, 2023		\$ 297,150.16
Receipts:		
Interest Earnings	10/1/2023	711.30
Interest Earnings	11/1/2023	1,010.11
Interest Earnings	12/1/2023	903.49
DP AC 24000001147 - Membership - City of Santa Clarita	10/3/2023	12,500.00
DP AC 24000001339 - Membership - City of Los Angeles	10/18/2023	35,000.00
DP AC 24000001414 - Arup US Inc. - Reimbursed	10/24/2023	2,090.00
Total Beginning Cash Balance and Receipts		<u>\$ 349,365.06</u>
Disbursements:		
AD AU A2400486257 Stratiscope - September 2023	10/3/2023	8,333.33
JVCT AC CMSF2400105 AC 10% Admin Fee for FY22-23 Audit	10/31/2023	459.20
AD AU A2400807547 Stratiscope - October 2023	12/12/2023	8,333.33
AD AU A2400807547 Stratiscope - November 2023	12/12/2023	8,333.33
AD AU A2400821579 Stratiscope - Hostway Services Inc for 10/15/2023	12/13/2023	199.50
Total Disbursements		<u>\$ 25,658.69</u>
Cash Balance, December 31, 2023		<u>\$ 323,706.37</u>

Prepared by
Los Angeles County
Department of Auditor-Controller
Accounting Division
ML 1/2/2024

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San Fernando Valley Council of Governments

DATE: January 4, 2024

TO: Board of Directors

FROM: John Bwarie, Executive Director

RE: **Retroactive Approval of Homeless Services Coordination Agreement with LeSar Development Consultants**

RECOMMENDATION

Review and approve a retroactive Homeless Services Coordination Agreement with LeSar Development Consultants, Inc. for the period January 1, 2022 to September 30, 2022 for an amount not to exceed \$30,000.00, and authorize the Board Chair to sign the attached Homeless Services Coordination Agreement on behalf of the Board, after execution by LeSar Development Consultants, Inc. and review as to form by County Counsel for the County of Los Angeles (serving as the SFVCOG Counsel).

BACKGROUND

In March 2018, the San Fernando Valley Council of Governments (SFVCOG) and County of Los Angeles (County) entered into a Homeless Initiative (HI) contract, whereby SFVCOG would act as a contractor to provide Homeless Services Coordination on behalf of the County. Each year thereafter, in 2019, 2020, 2021, the contract was amended and extended until March of the following year; however, the 2021 contract between SFVCOG and County expired on December 31, 2021. A new HI contract for Regional Homeless Coordination, between SFVCOG and County was entered into on May 26, 2022, for one year, and, at that same time, the County exercised an option to extend the term for one (1) additional year, until May 26, 2024. As such, there was no contract between the County and SFVCOG from January 1, 2022 through May 25, 2022.

SFVCOG previously entered into a subcontract with LeSar Development Consultants (LeSar), for LeSar to provide those deliverables due under the SFVCOG/County HI contract. LeSar commenced work in March 2018 to perform the scope of work defined in the HI contract. This subcontract was extended in March 2019 for an additional 12 months, and again in March 2020 for another 12 months. In March 2021, the last amendment to extend was executed, carrying the term of this amendment not for an additional 12 months, but to the end of the calendar year- December 31, 2021, consistent with the term of the HI contract. However, on April 9, 2021, at a SFVCOG Board meeting, the Board directed SFVCOG staff to negotiate and execute a 12-month, \$30,000 contract extension with LeSar, commencing on March 19, 2021, to expire in March 2022, not December 31, 2021; however, no such contract extension was ever memorialized or executed. Thus, there has not been a fully executed contract for LeSar subcontractor services since December 31, 2021.

To date, no contract exists between SFVCOG and LeSar. Despite not having a contract, LeSar continued to provide and invoice for services, and SFVCOG continued to pay LeSar for services rendered from January 1, 2022 through September 30, 2022. Based on the invoices provided by

SFVCOG, it appears LeSar was paid, in total, \$28,072.50 from January 1, 2022, through September 30, 2022, without a contract between the SFVCOG and LeSar. Thus, it is advised that SFVCOG Board enter into a new contract with LeSar to retroactively approve the acceptance of the work performed by LeSar and the payments made to LeSar for the period from January 1, 2022 through September 30, 2022, in the amount not to exceed \$30,000.00.

The discrepancies associated with work performed and paid for without a contract are noted and lessons learned have been identified and new practices implemented to ensure this is not a repeat occurrence. Staff has implemented a better method for effectively identifying and tracking all existing contracts, including start dates, scheduled deliverable dates, termination dates, renewal/extension option dates and amendments. Each contract will be reviewed to also ensure that complete copies of fully executed agreements are maintained in SFVCOG records at all times.

Attachment:

Homeless Services Coordination Agreement between SFVCOG and LeSar Development Consultants, Inc. (January 1, 2022 to September 30, 2022)

**HOMELESS SERVICES COORDINATION AGREEMENT
BY AND BETWEEN
THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
AND
LESAR DEVELOPMENT CONSULTANTS**

THIS HOMELESS SERVICES COORDINATION AGREEMENT (“Agreement”) is made and entered into by and between the San Fernando Valley Council of Governments (“**SFVCOG**”), a California Joint Powers Authority, and LeSar Development Consultants, a California corporation (“**CONTRACTOR**”). Collectively, SFVCOG and CONTRACTOR are the “**Parties**,” and individually, each a “**Party**” to this Agreement.

WHEREAS, SFVCOG, a Joint Powers Authority, whose members include the County of Los Angeles and the City of Los Angeles, along with the cities of Burbank, Glendale, San Fernando, and Santa Clarita, serves as the primary governing body supporting actions aimed at maximizing the quality of life and productivity of the San Fernando Valley;

WHEREAS, SFVCOG provides a forum for discussion and communication on homelessness in the region as well as formalized representation and advocacy with governmental agencies at all levels, including coordination of regional homeless services among the member cities and the provision of regional homeless coordination services to support member cities in their goal to prevent and combat homelessness regionally;

WHEREAS, homelessness remains a regional crisis in the San Fernando Valley, as well as elsewhere in the County of Los Angeles, and the SFVCOG continues to have a unique and important role in facilitating a regional approach with its member cities to address homelessness regardless of the expiration of any prior or future agreements to support this effort;

WHEREAS CONTRACTOR previously provided Homeless Services Coordination under Amendment No. Three to that certain Agreement for Homeless Services Coordination (“**Expired Agreement**”) entered into by and between CONTRACTOR and SFVCOG, which expired on December 31, 2021;

WHEREAS, the Expired Agreement was a subcontract to that certain County of Los Angeles Homeless Initiative contract, AO-18-610, entered into by and between SFVCOG and the County of Los Angeles (“**County**”) which expired on December 31, 2021 (“**Expired County Contract**”);

WHEREAS, despite the expiration of prior agreements, SFVCOG desires to continue to engage CONTRACTOR to provide homeless services coordination for the period initiating on January 1, 2022, through May 31, 2022;

WHEREAS, subsequently, SFVCOG and the County entered into a new County Homeless Initiative contract, AO-22-605, effective May 26, 2022 (“**Current County**”

Contract”), and which expires on May 26, 2024, for the same or similar services as previously provided;

WHEREAS, SFVCOG also desires to continue to engage CONTRACTOR to provide homeless services coordination as a subcontractor under the Current County Contract, for the period initiating on June 1, 2022 through and including September 30, 2022;

WHEREAS, the services required are of a professional and expert quality and are temporary and occasional in nature; therefore, competitive is neither practicable nor advantageous;

WHEREAS, CONTRACTOR represents that it continues to possess the expertise, qualifications, and knowledge to provide the required services in a cost effective manner; and,

WHEREAS, the Parties wish to enter into an Agreement pursuant to which the CONTRACTOR agrees, for consideration and upon the terms and conditions provided within this Agreement, to perform the above-referenced services.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth, the Parties mutually agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to the Agreement

1.1.1 The San Fernando Valley Council of Governments, a Joint Powers Authority (“**SFVCOG**”).

1.1.2 LeSar Development Consultants, a California corporation, having its principal address at 404 Euclid Avenue, Suite 212, San Diego, CA 92114 (“**CONTRACTOR**”).

1.2 Representatives of the Parties

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications will be given are as follows:

1.2.1 SFVCOG's representative is, unless otherwise stated in the Agreement:

John Bwarie, Executive Director
San Fernando Valley Council of Governments
john@sfcog.org

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Invoices shall be sent to:

John Bwarie, Executive Director
San Fernando Valley Council of Governments
john@sfcog.org

1.2.2 The CONTRACTOR's representatives are unless otherwise stated in the Agreement:

Jennifer LeSar, President, CEO
LeSar Development Consultants
404 Euclid Avenue, Suite 212
San Diego, CA 92114

1.3 Formal notices, demands and communications to be given hereunder by either Party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided, as described in this Agreement, within five (5) business days of such change.

2.0 TERM OF AGREEMENT

The "**Term**" of this Agreement will begin on January 1, 2022, and will terminate on September 30, 2022, with no renewals or extensions. The "**Effective Date**" of this Agreement shall be January 1, 2022.

2.1 Ratification Clause

Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR has provided services prior to the execution of this Agreement. To the extent that CONTRACTOR's services were performed in accordance with the terms and conditions of this Agreement, those services and payments are hereby ratified.

2.2 Termination

SFVCOG shall have the right to terminate this Agreement, with or without cause, by giving CONTRACTOR thirty (30) days' written notice of termination. Upon receipt of a termination notice, CONTRACTOR shall: (1) promptly discontinue all services on the termination date (unless the notice directs otherwise); and (2) promptly deliver to SFVCOG all documents, files, data, reports, and such other information and materials

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as may have been accumulated by CONTRACTOR in performing the Agreement, whether completed or in progress.

3.0 SERVICES TO BE PROVIDED

CONTRACTOR shall provide the following services:

3.1 Services provided on January 1, 2022, through and including May 30, 2022 are set out in **Exhibit A ("Statement of Work")**, and total payment for said services performed shall not exceed \$20,000.00, as set out in **Exhibit B ("Pricing Schedule")**.

3.2 Services provided on June 1, 2022, through and including September 30, 2022 (the "**Subcontracting Period**") are set out in **Exhibit C ("Subcontractor Statement of Work")**, and total payment for said services performed shall not exceed \$10,000.00, as set out in **Exhibit D ("Subcontractor Pricing Schedule")**.

3.3 CONTRACTOR shall provide all services in a timely, accurate, and efficient manner.

3.4 The **Current County Contract** (as referenced above) is incorporated into and made a part of this Agreement with respect to all services performed by CONTRACTOR during the **Subcontracting Period**. During the **Subcontracting Period**, CONTRACTOR agrees to be bound by and comply with all provisions of the Current County Contract which set forth obligations or requirements to be imposed upon or applicable to SFVCOG subcontractors. As such, during this time, all CONTRACTOR services shall include full compliance with applicable provisions of the Current County Contract.

4.0 NON-EXCLUSIVE AGREEMENT

CONTRACTOR understands and agrees that this is a non-exclusive agreement to provide services to the SFVCOG and that SFVCOG has entered into contracts with other contractors. SFVCOG may use any of the contractors with whom SFVCOG has contracts and, therefore, SFVCOG cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

5.0 COMPENSATION AND METHOD OF PAYMENT

5.1 Compensation

The SFVCOG will pay the CONTRACTOR for satisfactory services rendered in a total amount not to exceed \$20,000.00 for the period January 1, 2022, through and including May 30, 2022, based on the **Statement of Work** (Exhibit A) and rates

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specified in Exhibit B (**Pricing Schedule**), and separately in an amount not to exceed \$10,000.00 for the **Subcontracting Period** (June 1, 2022, through and including September 30, 2022), based on the **Subcontractor Statement of Work** (Exhibit B) and rates specified in Exhibit D (**Subcontractor Pricing Schedule**).

5.1.1 The CONTRACTOR further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

5.1.2 Notwithstanding any other provision of this Agreement, including any exhibit or attachments incorporated therein, and in order for the SFVCOG to comply with its governing legal requirements, the SFVCOG shall have no obligation to make any payments to CONTRACTOR unless SFVCOG shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to SFVCOG and SFVCOG shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until SFVCOG appropriates additional funds for this Agreement.

5.1.3 Payments Complete. CONTRACTOR and SFVCOG each acknowledge, accept and agree that CONTRACTOR has already been fully compensated for all services and deliverables for the Term (January 1, 2022, through and including September 30, 2022) and that no additional compensation of any kind is due or owing.

5.2 Method of Payment

5.2.1. Invoices

For services provided in compliance with this Agreement, the CONTRACTOR shall be paid by the SFVCOG in accordance with Exhibits B and D within 45 calendar days after receipt and approval of the CONTRACTOR's invoices by the SFVCOG. CONTRACTOR's invoices shall contain the information set forth in Exhibits A and C describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed as well as all of the following:

- Date of invoice;
- Invoice number;
- Amount of invoice; and,
- Documentation to support completion of work

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5.2.2 Failure to adhere to these policies may result in nonpayment or non-approval of demands, which requires the Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment received by any SFVCOG office or department, and approve demands before they are drawn on any SFVCOG accounts.

5.2.3 CONTRACTOR shall invoice the SFVCOG only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A and C.

5.2.4 CONTRACTOR's invoices shall be priced in accordance with Exhibits B and D.

5.2.5 All invoices under this Agreement shall be addressed to the SFVCOG Executive Director and submitted electronically to the email address set forth below in Section 1.2.1.

5.2.6 All invoices submitted by CONTRACTOR for payment must have the written approval of the Controller prior to any payment thereof. In no event shall the SFVCOG be liable or responsible for any payment prior to such written approval. SFVCOG agrees to cooperate with CONTRACTOR to obtain said approval from the Controller.

5.2.7 The CONTRACTOR shall notify the Executive Director within 10 business days when 75% of the maximum compensation for this Agreement has been reached. Notice must be sent to the address identified in Section 1.2.1 of this Agreement.

6.0 INDEPENDENT CONTRACTOR

CONTRACTOR's relationship to SFVCOG in the performance of this Agreement is that of an independent contractor and not as an agent or employee of SFVCOG. Therefore, neither CONTRACTOR, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other SFVCOG benefits. CONTRACTOR's personnel performing services under this Agreement shall at all times be under CONTRACTOR's exclusive direction and control and shall be employees or subcontractors of CONTRACTOR and not of SFVCOG. Furthermore, CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connections with this Agreement and shall be responsible for all related reports and obligations including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation.

7.0 RETENTION OF RECORDS

Except as otherwise expressly directed by SFVCOG, CONTRACTOR shall maintain records, including records of financial transactions, pertaining to the

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performance of the Agreement, in their original form, in accordance with requirements prescribed by SFVCOG and the County of Los Angeles' Auditor-Controller ("Controller") who serves as fiscal agent for SFVCOG. These records must be retained for a period of no less than three (3) years following final payment made by SFVCOG hereunder, the expiration date of this Agreement, or the termination date of this Agreement, whichever occurs last. Records will be subject to examination and audit by authorized SFVCOG personnel or by the Controller at any time during the term of this Agreement or within the three (3) years following the final payment made by SFVCOG hereunder, the expiration of this Agreement, or the termination date of this Agreement, whichever occurs last. CONTRACTOR shall provide any reports requested by SFVCOG regarding performance of the Agreement.

8.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any third party or any subcontractor. The SFVCOG has no obligation to any third parties or to any subcontractors. No privity is created with any subcontractor or any third party by this Agreement. Even if the CONTRACTOR uses subcontractors or other third parties, CONTRACTOR remains responsible for complete and satisfactory performance of the terms of this Agreement.

9.0 CONFIDENTIALITY

9.1 All data, documents, records, recorded testimony, audiotapes, videotapes, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to CONTRACTOR by the SFVCOG, and other documents to which the CONTRACTOR has access during the term of this Agreement are confidential information ("**Confidential Information**").

9.2 The CONTRACTOR agrees that both during and after the term of this Agreement, SFVCOG's Confidential information shall be considered and kept as the private and privileged records of SFVCOG and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of SFVCOG.

10.0 CONTRACTOR'S INTERACTION WITH THE MEDIA

CONTRACTOR shall refer all inquiries from the news media to SFVCOG, shall immediately contact SFVCOG to inform SFVCOG of the inquiry, and shall comply with the procedures of SFVCOG's Executive Director regarding statements to the media relating to this Agreement or CONTRACTOR's services hereunder.

11.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS

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CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ or subcontract with such other persons as may, in the opinion of CONTRACTOR, be needed to comply with the terms of this Agreement, if such persons possess the necessary qualifications to perform such services. If such persons are employed to perform any portion of the scope of work, the engagement of such persons shall be subject to the prior written approval of SFVCOG. The CONTRACTOR will ensure that the requirements of this Agreement are provided to and apply to all such persons and subcontractors.

12.0 PROFESSIONAL STANDARDS

CONTRACTOR shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

13.0 TIME OF PERFORMANCE

CONTRACTOR shall complete all services required hereunder as and when directed by SFVCOG. SFVCOG in its sole discretion may extend the time for performance of any task or service. The Parties both acknowledge, accept and agree that CONTRACTOR has completed and has been paid in full for all services and deliverables to be performed under this Agreement.

14.0 INSURANCE REQUIREMENTS

14.1 CONTRACTOR shall not commence work under this Agreement until it has obtained SFVCOG-approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONTRACTOR must have and maintain in place all of the insurance coverages that comply with the requirements set forth in the County Contract for the entire Term (January 1, 2022 through and including September 30, 2022) and name the SFVCOG as an Additional Insured. CONTRACTOR is responsible for obtaining evidence of insurance from each subcontractor and providing it to SFVCOG before the subcontractor commences work.

14.2 In all insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by SFVCOG.

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14.3 CONTRACTOR shall provide SFVCOG notice of any cancellation, non-renewal or material change in coverage not less than 72 hours after receiving notice of same from the insurer.

14.4 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against SFVCOG for payment of premiums or other amounts with respect thereto. SFVCOG shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable insurance policies with SFVCOG incorporating such changes within sixty (60) days of receipt of such notice CONTRACTOR the SFVCOG shall have the right to immediately terminate the Agreement.

14.5 Any deductibles or self-insured retentions must be declared to and approved by SFVCOG. Any deductible exceeding an amount acceptable to SFVCOG shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to SFVCOG and its officials, employees and agents (with additional premium, if any, to be paid by CONTRACTOR); or CONTRACTOR shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

14.6 Verification of Compliance. CONTRACTOR shall furnish SFVCOG with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by SFVCOG before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONTRACTOR shall deliver to SFVCOG a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium, or accompanied by other proof of payment satisfactory to SFVCOG.

15.0 NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF THE SFVCOG AND ITS MEMBERS

No official or employee of SFVCOG or its Members shall be personally liable for any default or liability under this Agreement.

16.0 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and hold harmless SFVCOG and its Members, and their respective elective or appointive officials, boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or

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damages of any nature, including attorneys' fees arising out of, or in any way connected with negligent or wrongful conduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR excepting only liability arising from the sole gross negligence or willful misconduct of SFVCOG. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17.0 NON-DISCRIMINATION

CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity of CONTRACTOR pursuant to this Agreement.

18.0 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

19.0 WORK PRODUCT

19.1 All materials, data and other information of any kind obtained from SFVCOG and all materials, data, work product, reports, and other information of any kind developed by CONTRACTOR under this Agreement are the property of SFVCOG, and CONTRACTOR agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, work product, reports, and other information. CONTRACTOR shall not distribute any such materials, data, work product, reports, or other information, in whole or in part, during or after the Agreement term, to anyone, without the prior written approval of the SFVCOG. The provisions of this Section shall survive the expiration or other termination of this Agreement.

19.2 CONTRACTOR shall maintain copies of files and documents relating its work performed under this Agreement, including supporting and backup data, and shall promptly make the files and documents available for SFVCOG's inspection or shall deliver copies to SFVCOG, upon request. CONTRACTOR shall turn over to SFVCOG all original data, in either hard copy or electronic format, at the completion of this Agreement, upon request.

20.0 AUDIT

If, at any time during the term of the Agreement or at any time within five (5) years after the expiration or termination of the Agreement, authorized representatives of SFVCOG conduct an audit of CONTRACTOR regarding performance of this Agreement, and if such audit finds that SFVCOG's obligation for the payment of

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compensation is less than the payments made by SFVCOG to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either repaid forthwith by CONTRACTOR, or at SFVCOG's option, credited to SFVCOG against any future compensation payments. If such audit finds that SFVCOG's obligation for the payment of compensation is more than the payments made by SFVCOG to CONTRACTOR, then the difference shall be paid to CONTRACTOR by SFVCOG, provided that in no event shall SFVCOG's maximum obligation under this Agreement be exceeded.

21.0 CONFLICT OF INTEREST AND REPORTING

CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the SFVCOG. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

22.0 LICENSES, PERMITS, AND FEES

CONTRACTOR shall obtain all permits and licenses as may be required to perform the services under this Agreement.

23.0 AMENDMENTS

For any change which affects the scope of work, term, compensation, payments, or any term or condition included under this Agreement, a written fully executed Amendment shall first be required.

24.0 LIMITATIONS ON ASSIGNMENT

Neither this Agreement nor any portion shall be assigned by CONTRACTOR without the prior written consent of SFVCOG.

25.0 AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.

26.0 JURISDICTION; VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the

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exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

27.0 INTERPRETATION

This Agreement shall be interpreted as though prepared by both Parties.

28.0 PRESERVATION OF AGREEMENT

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

29.0 COUNTERPARTS; FACSIMILE REPRESENTATIONS

This Agreement 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 Agreement. 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 the Agreement or any authorized amendment thereto and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to this Agreement and any and all authorized amendment thereto.

30.0 STANDARD PROVISIONS

The Contractor must comply with the Standard Provisions for City Contracts (Rev. 10/21) [v.4]), attached to this Agreement as Attachment 1 and incorporated herein by reference.

31.0 ENTIRE AGREEMENT

This Agreement, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Agreement between the Parties and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either Party will affect or modify any of the terms and conditions of this Agreement.

32.0 SURVIVAL

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Those terms and conditions which by their nature should survive termination, cancellation or expiration of this Agreement shall so survive, including but not limited to Sections 6.0 through 32.0, inclusive.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS,
A Joint Powers Authority

LESAR DEVELOPMENT
CONSULTANTS,
A California Corporation

By: _____
The Honorable Marsha McLean
Chair

By: _____
Jennifer LeSar
President, CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

DAWN R. HARRISON
County Counsel
County of Los Angeles

By: _____
Adrienne Patterson
Deputy County Counsel

Date: _____

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EXHIBIT A
Statement of Work (January 1, 2022 to May 30, 2022)

INSERT

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EXHIBIT B

Subcontractor Statement of Work (June 1, 2022, to September 30, 2022)

INSERT

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EXHIBIT C

Pricing Schedule (January 1, 2022 to May 30, 2022)

Total Amount Shall Not Exceed \$20,000.00

INSERT

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EXHIBIT D

Subcontractor Pricing Schedule (June 1, 2022, to September 30, 2022)

Total Amount Shall Not Exceed \$10,000.00

INSERT

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ATTACHMENT 1

Standard Provisions for City Contracts (Rev. 10/21) [v.4]), is incorporated into and made a part of this Agreement by this reference.

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San Fernando Valley Council of Governments

DATE: January 4, 2024

TO: Board of Directors

FROM: John Bwarie, Executive Director

RE: **Conditional Selection of California Consulting, Inc. for Grant Writing Services**

RECOMMENDATION

Review and approve the conditional selection of California Consulting, Inc. to perform grant writing services, and approve delegation of authority to the Executive Director to negotiate, execute and implement the attached Grant Writing Services Agreement, subject first to review as to form by County Counsel for the County of Los Angeles (serving as the SFVCOG Counsel).

BACKGROUND

On October 2, 2023, at the regular meeting of the SFVCOG Governing Board of Directors (BOARD), the BOARD authorized and approved entering into a new Funding Agreement for Homeless Services (HI-23-007) with the COUNTY, which included grant writing services to be provided by SFVCOG. The Funding Agreement (HI-23-007) expires on June 30, 2027, unless otherwise terminated sooner by its terms, and sets out the Services to be provided by SFVCOG in its Exhibit A (Statement of Work) with rates set out in its Exhibit B (Pricing Schedule). On October 2, 2023, at the regular meeting of the BOARD, the BOARD considered and approved the delegation of authority to the SFVCOG Executive Director to issue a Request for Proposals ("RFP") for homeless services grant writing in furtherance of its obligations under the Funding Agreement (HI-23-007). In November 2023, the Executive Director issued an RFP for homeless services grant writing and, in response, one written proposal was received by the RFP deadline. This written proposal, dated December 21, 2023, came from California Consulting, Inc. and is attached for the BOARD's full consideration.

The Executive Director has verified that California Consulting, Inc. is a firm of recognize professionals with extensive experience and training in its specialized field of grant writing services. Having reviewed and evaluated the written proposal from California Consulting, Inc. and having considered its skills, knowledge and expertise, as well as best value, it is the recommendation of the Executive Director that the BOARD conditionally accept this written proposal and approve the entering into a Grant Writing Services Agreement with California Consulting, Inc., subject first to the full execution of the attached Grant Writing Services Agreement, and review as to form by SFVCOG Counsel.

Delegation of Authority Requested:

Because the Funding Agreement (HI-23-007) imposes a specific schedule of deliverables, it is important to expedite the selection of a consultant who can perform the grant writing services needed to fulfill the terms, conditions and deadlines of said Funding Agreement. To be able to quickly onboard California Consulting, Inc. as a grant writing consultant, a delegation of authority to the Executive Director is recommended to ensure a streamlined approach to contract HOA.104578242.1

negotiation, execution and implementation. Therefore, delegation of authority to the Executive Director is hereby requested in order to negotiate, execute and implement the attached Grant Writing Services Agreement, subject first to review as to form by the SFVCOG Counsel.

ATTACHMENTS:

- Funding Agreement for Homeless Services (HI-23-007)
- SFVCOG Request for Proposals for Homeless Services Grant Writing (November 2023)
- Written Proposal from California Consulting, Inc. to SFVCOG RFP (December 21, 2023)
- SFVCOG Grant Writing Services Agreement (DRAFT)

**FUNDING AGREEMENT
BETWEEN COUNTY OF LOS ANGELES AND
THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
FOR HOMELESS SERVICES
CONTRACT NUMBER: HI-23-007**

This Agreement ("Contract" or "Agreement") is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and the San Fernando Valley Council of Governments, hereinafter referred to as "SFVCOG" or "Local Jurisdiction" for the provision and coordination of homeless services.

RECITALS:

WHEREAS, pursuant to Government Code section 26227, the Los Angeles County Board of Supervisors (Board) may appropriate and expend money to establish County programs or to fund other programs deemed to be necessary to meet the social needs of the population of the County; and

WHEREAS, on May 3, 2022, the Board approved a motion to implement the New Framework to End Homelessness in Los Angeles County, which focuses on three key partners – (1) Rehousing System, (2) Mainstream County Government Systems, and (3) Partnerships with Cities, and five categories of actions for each partner: Coordinate, Prevent, Connect, House, and Stabilize; and

WHEREAS, as part of the New Framework to End Homelessness motion, the Board directed the County Chief Executive Officer to increase co-investment opportunities for cities and Councils of Governments and enlist city engagement in expanding the supply of interim and permanent housing; and

WHEREAS, on May 17, 2022, the Board delegated authority to the Chief Executive Officer, or her designee, to enter into and/or amend multi-year service contracts, memoranda of understanding, or funding agreements with local jurisdictions administering homeless services programs with Board approved funding provided that: (a) agreements and/or amendments do not exceed available Board approved funding; and (b) County Counsel approves as to form of the amendment prior to any such amendments; and

WHEREAS, the Local Jurisdiction will provide and coordinate homeless programs and services in conjunction with the County to prevent and combat homelessness; and

WHEREAS, the Local Jurisdiction warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement, and consistent with the professional standard of care for these services; and

WHEREAS, the Board adopts recommendations for the budget of Measure H annually to be used to support programs that are aligned with the County's New Framework to End Homelessness; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

I. APPROVED FUNDING

- a. The County hereby allocates to the Local Jurisdiction an amount not to exceed the total amount listed on Exhibit B, Pricing Schedule, for the Agreement Term as set forth in Section II, below, to support the Local Jurisdiction's provision and coordination of homeless services ("Services"), as described in this Agreement and Exhibit A, Statement of Work, and Exhibit B, Pricing Schedule, which are attached and incorporated herein by reference.
- b. In each fiscal year of this Agreement Term, the total of all amounts actually expended by County hereunder ("maximum annual allocation") may not exceed the amount allocated by the Board in its approved budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Agreement is the Maximum Agreement Sum.
- c. Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Local Jurisdiction after the expiration or other termination of this Agreement. Should Local Jurisdiction receive any such payment, it must immediately notify the County and must repay all such funds to County. Payment by the County for services rendered after expiration/termination of this Agreement will not constitute a waiver of the County's right to recover such payment from Local Jurisdiction.
- d. In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Local Jurisdiction under this Agreement will also be reduced correspondingly. The County's notice to the Local Jurisdiction regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Local Jurisdiction must continue to provide all of the services set forth in this Agreement.

II. AGREEMENT TERM

- a. The term of this Agreement shall commence upon execution by the County and shall expire on June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

III. HOMELESS SERVICES

- a. Homelessness is a regional crisis and one of the top priorities of the County is to continue strengthening the collaboration between the County and the cities and councils of governments within the County to prevent and combat homelessness.
- b. County Measure H funds shall be used to support programs that are aligned with the County's New Framework to End Homelessness, with the goal to better serve the persistently underserved, as well as all people experiencing homelessness, and increasing permanent housing exits, within the five pillars – Coordinate, Prevent, Connect, House, and Stabilize.

IV. INVOICING AND PAYMENT

- a. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, and elsewhere hereunder. The Local Jurisdiction's payments will be as provided in Exhibit B, Pricing Schedule, and the Local Jurisdiction will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. In the event that the Local Jurisdiction is provided advance funds by County, the County must approve the advance funds in writing and such funds must be reflected as itemized costs on the Pricing Schedule. If the County does not approve work in writing, no payment for any services or advancement will be due to the Local Jurisdiction, including for work rendered.
- b. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit B, Pricing Schedule.
- c. The Local Jurisdiction must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.
- d. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event

will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

V. ADMINISTRATION AND REPORTING

- a. The Local Jurisdiction shall complete: (1) Quarterly Reports; (2) Co-Investment Report; and (3) Final Program Outcomes Report in the format described and specified in Exhibit C, Reporting Requirements.
- b. The Quarterly Reports and Final Program Outcomes Report shall include information and a narrative account of Service outcomes and accomplishments in accordance with Exhibit A, Statement of Work, and a description of Local Jurisdiction's progress made towards achieving the goals as set forth in Exhibit A, Statement of Work, if applicable.
- c. All completed Reports described above shall be submitted timely to the County's Project Manager.

VI. INDEMNITY, INSURANCE, AND RECORDS RETENTION

a. Indemnity

- i. The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with Local Jurisdiction activities, operations or services relating to the Services, including any workers' compensation suits, liability, or expense, arising from or connected with services performed by or on behalf of the Local Jurisdiction by any person pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees
- ii. Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or

make any admission, in each case, on behalf of County without County's prior written approval.

b. Insurance

- i. Without limiting the Local Jurisdiction's indemnification of County, the Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance, or self-insurance coverage with adequate reserves, covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County's Project Manager on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self insurance coverage maintained by County and shall name the County of Los Angeles as an additional insured.
- ii. Commercial General and Auto Liability: With limits of not less than \$1 million per occurrence.
- iii. Workers' Compensation: A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a \$1 million per limit.
- iv. Crime Insurance: If, under the terms of this Agreement, Local Jurisdiction shall be required to pick-up, carry, guard, and/or handle large amounts of cash or other highly valued items on behalf of the County; or has the use of or access to County computer systems which transfer funds or record payables, the Local Jurisdiction shall provide this coverage. A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$25,000, insuring against loss of money, securities, or other property referred to hereunder which may result from:
 1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
 2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of the Local Jurisdiction, or

3. Sustained through forgery or direction to pay a certain sum in money.
- v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:
 1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
 2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.
- c. Records Retention and Inspection:

Within ten (10) days of the County Chief Executive Officer's or his/her designee's written request, the Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.

VII. FINANCIAL RECORDS AND AUDITING

- a. The Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. The Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records, employment records, and other records relating to its performance of this Agreement available to the County for auditing at reasonable times. The Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.
- b. At any time during the term of this Agreement or at any time within five (5) years of the expiration or other termination of this Agreement, authorized representatives of the County may conduct an audit of the Local Jurisdiction's records for the purpose of verifying appropriateness and validity of expenditures under the terms of this Agreement.
- c. The Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide

the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

- d. It is understood and agreed that any funds paid to the Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to the Local Jurisdiction hereunder have been used for purposes other than those authorized by this Agreement, the Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

VIII. CONFLICT OF INTEREST

- a. The Local Jurisdiction covenants that neither the Local Jurisdiction nor any of its agents, officers, employees, or sub-contractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.
- b. The Local Jurisdiction, its agents, officers, employees, and subcontractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

IX. AUTHORITY

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Services, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Local Jurisdiction's governing body, and directing and designating the authorized representative(s) of the Local Jurisdiction to act in connection with the Services specified and to provide such additional information as may be required by the County.

X. STANDARD TERMS AND CONDITIONS

- a. Amendments and Change Notices
 - i. For any change which affects any term or condition in this Agreement, including exhibits included in this Agreement, an amendment will be prepared by the County and then executed by the Local Jurisdiction and by an authorized designee of the County.
 - ii. Except as otherwise provided herein, any amendment(s) to this Agreement shall be by mutual consent of the County and the Local Jurisdiction and shall be executed by Local Jurisdiction and by an authorized designee of the County.

- iii. Except as otherwise provided herein, for any change which does not materially affect tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work, or any other term or condition included in this Agreement, a Change Notice shall be prepared and executed by mutual consent of the County and the Local Jurisdiction and shall be executed by an authorized designee of the County, if applicable.

b. Independent Contractor

- i. This Agreement is by and between the County and the Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- ii. The Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Local Jurisdiction.

c. Assignments and Subcontracts

- i. The Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, the County's consent shall require a written amendment to this Agreement, which is formally approved and executed by the Local Jurisdiction and the County.
- ii. Any assumption, assignment, delegation, or takeover of any of the Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than the Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason requires the County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.

d. Local Jurisdiction's Compliance with County's Defaulted Property Tax Reduction Program

The Local Jurisdiction acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County

through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that, to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

e. OSHA/CAL-OSHA Compliance

The Local Jurisdiction shall comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 661, et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

f. Fair Labor

The Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by the Local Jurisdiction's employees for which the County may be found jointly or solely liable.

g. Force Majeure

- i. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events"). The Parties agree COVID-19 is not a force majeure event.
- ii. Notwithstanding the foregoing, a default by a contractor or subcontractor of Local Jurisdiction shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Local Jurisdiction and such subcontractor, and without any fault or negligence of either of them. In such case, Local Jurisdiction shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Local Jurisdiction to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- iii. In the event Local Jurisdiction's failure to perform arises out of a force majeure event, Local Jurisdiction agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

h. Nondiscrimination

The Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any Services under this Agreement.

i. County Lobbyist

The Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County lobbyist or County lobbying firm retained by the Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

j. Use of Recycled Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, the Local Jurisdiction agrees to use recycled-content paper to the maximum extent possible on the Services.

k. Notice to Employees Regarding the Federal Earned Income Credit

The Local Jurisdiction shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

l. Consideration of Gain/Grow Program Participants for Employment

Should the Local Jurisdiction require additional or replacement personnel after the effective date of this Agreement, the Local Jurisdiction shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Local Jurisdiction's minimum qualifications for the open position. For this purpose, consideration shall mean that the Local Jurisdiction will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the

Local Jurisdiction. The Local Jurisdiction shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV to obtain a list of qualified GAIN/GROW job candidates.

m. The Local Jurisdiction's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The Nonprofit Integrity Act of 2004 (SB 1262, Chapter 919) increased the Charitable Purposes Act requirements. The County seeks to ensure that all County contractors that receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach, subjecting it to either termination of this Agreement or debarment proceedings or both.

n. Compliance with the County Policy of Equity

The Local Jurisdiction acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Local Jurisdiction further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Local Jurisdiction, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Local Jurisdiction, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

o. Local Jurisdiction's Acknowledgment of County's Commitment To The Safely Surrendered Baby Law

The Local Jurisdiction shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

p. Compliance with the County's Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of

the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Local Jurisdiction from the award of future County contracts for a period of time consistent with the seriousness of the breach.

q. Compliance with County's Zero Tolerance Policy on Human Trafficking

Local Jurisdiction acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking. If a Local Jurisdiction or member of Local Jurisdiction's staff is convicted of a human trafficking offense, the County will require that the Local Jurisdiction or member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law. Disqualification of any member of Local Jurisdiction's staff pursuant to this paragraph will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

r. Debarment

- i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- ii. The Local Jurisdiction is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Local Jurisdiction is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.
- iii. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

s. Confidentiality

Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

t. Public Records Act

Any documents submitted by the Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records.

u. Background Check

- i. Each of Local Jurisdiction's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Local Jurisdiction, regardless of whether the member of Local Jurisdiction's staff passes or fails the background investigation.
- ii. If a member of Local Jurisdiction's staff does not pass the background investigation, County may request that the member of Local Jurisdiction's staff be removed immediately from performing services under the Agreement. Local Jurisdiction must comply with County's request at any time during the term of the Agreement. County will not provide to Local Jurisdiction or to Local Jurisdiction's staff any information obtained through the County's background investigation.
- iii. County, in its sole discretion, may immediately deny or terminate facility access to any member of Local Jurisdiction's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- iv. Disqualification of any member of Local Jurisdiction's staff pursuant to this Section will not relieve Local Jurisdiction of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

v. Approval of Local Jurisdiction's Staff

County has the absolute right to approve or disapprove all of the Local Jurisdiction's staff performing work hereunder and any proposed changes in the Local Jurisdiction's staff, including, but not limited to, the Local Jurisdiction's Project/Program Manager(s).

w. Suspension and Terminations

- i. The Local Jurisdiction agrees to suspend Services effective immediately upon written notice of suspension from the County's Project Manager. The County may terminate this Agreement immediately by written notice to the Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's failure to perform relates to only part of the Services, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.
- ii. If this Agreement is terminated for any reason, the Local Jurisdiction shall within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of the Local Jurisdiction of such termination.
 1. *Termination for Default:* This Agreement may be terminated immediately in whole or in part by the County by providing to the Local Jurisdiction a written Notice of Default if 1) the Local Jurisdiction has materially breached this Agreement, 2) the Local Jurisdiction fails to satisfactorily perform the work or progress toward achieving the objectives of the Services within the time specified in this Agreement or any extensions approved by the County, 3) the Local Jurisdiction fails to perform any other covenant or conditions of this Agreement, or 4) Local Jurisdiction fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure. In its sole discretion, the County may include in the Notice of Default a period of time for the Local Jurisdiction to cure the Default(s).
 2. *Termination for Convenience:* This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of Services or otherwise shall be effected by notice of termination to the Local Jurisdiction specifying the extent to which the Agreement is terminated and the date upon which such termination becomes effective. The date upon which such

termination becomes effective shall be specified in the termination notice. After receipt of a notice of termination and except as otherwise directed by the County, the Local Jurisdiction shall stop work under this Agreement and to the extent specified in the notice and complete performance of such part of the work as would not have been terminated by such notice.

3. *Termination for Improper Consideration:* The County may, by written notice to the Local Jurisdiction, immediately suspend or terminate the right of the Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to the Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination or suspension, the County shall be entitled to pursue those same remedies against the Local Jurisdiction as it could pursue in the event of default by the Local Jurisdiction. The Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.
4. *Termination/Suspension for Nonadherence to County Lobbyists Ordinance:* The Local Jurisdiction, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by the Local Jurisdiction, shall fully comply with the County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Local Jurisdiction or any County Lobbyists or County Lobbying firm retained by the Local Jurisdiction to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately suspend or terminate for default this Agreement.
5. *Termination for Breach of Warranty of Compliance with the County's Defaulted Property Tax Reduction Program:* The Local Jurisdiction acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contracts are current in paying their property tax obligations (secured and unsecured roll) in order

to mitigate the economic burden otherwise imposed upon County taxpayers. Unless the Local Jurisdiction qualifies for an exemption or exclusion, the Local Jurisdiction warrants and certifies that to the best of its knowledge, it is now in compliance, and during the term of this Agreement will maintain compliance, with the Los Angeles County Code Chapter 2.206. Failure of the Local Jurisdiction to maintain compliance with these requirements shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within ten days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of the Local Jurisdiction, pursuant to County Code Chapter 2.206.

6. *Local Jurisdiction's Acknowledgment of County's Commitment to Child Support Enforcement/Termination for Failure to Comply:* The Local Jurisdiction acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The County understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Local Jurisdiction's place of business. The County will supply the Local Jurisdiction with the poster to be used. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Local Jurisdiction's duty under this Agreement to comply with all applicable provisions of law, the Local Jurisdiction warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b). Failure of the Local Jurisdiction to maintain compliance with the County's Child Support Compliance Program shall constitute a default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Local Jurisdiction to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Agreement.

x. Survival of Termination

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including but not limited to the following Sections of this Agreement: I(c), IV, VI(a), VI(c), VII, X(f), X(s), and XIV.

XI. NOTICES, REPORTS, INVOICES, AND APPROVALS

- a. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

- i. To the County Project Manager:

Name: Onnie Williams III
Email: owilliams@ceo.lacounty.gov
and copy
hiadmin@ceo.lacounty.gov;
HomelessInitiativeCities@lacounty.gov

Chief Executive Office - Homeless Initiative
Kenneth Hahn Hall of Administration, Room 493
500 West Temple Street
Los Angeles, CA 90012

- ii. To the Local Jurisdiction:

Name: John Bwarie, Executive Director
Email: john@sfcog.org

San Fernando Valley Council of Governments
10945 Burbank Boulevard
North Hollywood, CA 91601

- b. The Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

XII. SEVERABILITY

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

XIII. COMPLIANCE WITH LAW

The Local Jurisdiction shall comply with all applicable Federal, State, and County law, regulations and policies in connection with its activities pursuant to this Agreement.

XIV. GOVERNING LAWS, JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, the Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

XV. RIGHTS AND REMEDIES NOT EXCLUSIVE

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

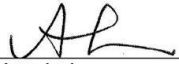
IN WITNESS WHEREOF, the SFVCOG has executed this Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

COUNTY OF LOS ANGELES

By Joseph M. Nicchitta for Date 12/05/2023
Joseph M. Nicchitta for (Dec 5, 2023 10:01 PST)
FESIA A. DAVENPORT
Chief Executive Officer

APPROVED AS TO FORM FOR THE COUNTY:

DAWYN R. HARRISON
County Counsel

By 
Ana Lai
Senior Deputy County Counsel

SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS

By 
Print Name John Bwarie
Title Executive Director

**STATEMENT OF WORK
SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
LOCAL SOLUTIONS FUND**

I. Overview

Homelessness is a regional crisis. As such, one of the top priorities of the Chief Executive Office's Homeless Initiative (CEO-HI) is to continue strengthening the collaboration between the County and diverse stakeholders, including the 88 cities in Los Angeles County. Since cities have jurisdiction over planning/land use activities and have the insight to support locally specific solutions, cities play a unique role in our countywide efforts to prevent and combat homelessness. The Councils of Governments (COGs) have a unique and important role in facilitating a regional approach with their member cities to address homelessness.

The San Fernando Valley Council of Governments (SFVCOG) is a joint powers authority created by the member cities of Burbank, Glendale, Los Angeles, San Fernando, and Santa Clarita (located in Supervisorial Districts 3 and 5).

In aiming to increase participation of cities in the County's New Framework to End Homelessness, the emphasis of the strategies is to create opportunities for co-investment that lead to an increase in the cities' ability to respond at a local level to community members' greatest concerns in alignment with the New Framework, while leveraging cities' unique capabilities to increase access to housing.

Information on the required deliverables for the Local Solutions Funds (LSF). COGs shall use LSF to support cities to implement activities that align with the County's New Framework to End Homelessness. The New Framework to End Homelessness outlines the following strategies for cities and COGs.

New Framework to End Homelessness Strategies		
1	Coordinate	Regional and Local Annual Planning
2	Prevent	Infuse Problem Solving into Local Services
3	Connect	Outreach and Navigation Linked to Local Rehousing Services
4	House	Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing
		Locally Sited Time Limited Subsidies (TLS)
5	Stabilize	Local Eviction and Prevention Prioritized and Linked to Formerly Homeless Residents

II. Objective

The SFVCOG will use this funding to manage the tasks described below, including coordinating with its cities to participate in interjurisdictional activities and advancing regional solutions and approaches that align with the New Framework to End Homelessness.

III. Tasks

Task 1: Regional Homelessness Coordination

Task 1A: Regional Homelessness Coordination

Task 1A Description: The SFVCOG will conduct monthly Homelessness Working Group Meetings with member cities to create a regional response to homelessness. This would include advisory guidance and sharing of best practices, as well as support in identifying and pursuing funding through a contracted grant writer.

Alignment with New Framework To End Homelessness (Check all that apply)

- ☒ **Coordinate-** Regional and Local Annual Planning
- ☐ **Prevent-** Infuse Problem Solving into Local Services
- ☐ **Connect-** Outreach and Navigation linked to Local Rehousing Services
- ☐ **House-** Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS)
- ☐ **Stabilize-** Local Eviction and Prevention prioritized and linked to formerly homeless residents
- ☒ **Supporting Activities-** *(Please list supporting activities that apply below)*

Regional Planning and Implementation Coordination

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
1A.i.	Conduct Homelessness Working Group meetings for member cities	3 meetings	Quarterly
1A.ii.	Identify private (philanthropic or corporate), state, and federal funding opportunities on behalf of the COG and/or its member cities	Compile and submit a list of all applicable homeless and housing funding opportunities, inclusive of eligibility requirements and application timelines and process	Within 60 days after the onboarding of a grant writing consultant
1A.iii.	Coordinate and support the management and the submission of applications for funding in conjunction with member cities, based on Homeless working group interest	At least five applications	Annually

1A.iv.	Secure non-County funding for housing and homelessness resources through grant applications submitted	At least 50% secured	Annually
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**PRICING SCHEDULE
SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
LOCAL SOLUTIONS FUND**

Maximum Contract Amount Not to Exceed: \$30,000

The following shall constitute the maximum Measure H funding that Local Jurisdiction may be allocated for each Fiscal Year that this Agreement is in effect and as approved by the County Board of Supervisors (Board) annually:

- Year One: July 1, 2023 through June 30, 2024, contract amount shall not exceed **\$30,000**
- Year Two: July 1, 2024 through June 30, 2025, To Be Determined.
- Year Three: July 1, 2025 through June 30, 2026, To Be Determined.
- Year Four: July 1, 2026 through June 30, 2027, To Be Determined.

Any increase in funding to each Fiscal Year shall be at the County's sole discretion and implemented through a written amendment to this Agreement. All Board approved allocations in this agreement are made available throughout the term of the agreement.

REGIONAL HOMELESSNESS COORDINATION PROGRAM BUDGET*		
STAFFING COSTS		
Position	FTE	Total
		\$
		\$
		\$
STAFFING COSTS		\$0
OPERATIONS COSTS		
Grant Writing Consultant		\$ 30,000
		\$
		\$
		\$
OPERATION COSTS		\$30,000
REGIONAL HOMELESSNESS COORDINATION SUBTOTAL		\$30,000

*Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment is not required for changes within line items of a funding category, not to exceed the maximum contract amount.

REPORTING REQUIREMENTS

Quarterly Progress Reports, Co-Investment Reports, and Final Program Outcomes Report

The COG shall submit to County reports as specified below, which includes: Quarterly Progress Reports (Attachment I) and invoices describing progress made on Tasks in Exhibit A Statement of Work; an annual Co-Investment Report (Attachment II); and a Final Program Outcomes Report (Attachment III) describing the cumulative outcomes for all Tasks in Exhibit A Statement of Work.

Reporting	Due Dates										
Provide copy(ies) of any subcontracted agreements/MOU's necessary to implement the funded program in advance for County approval.	Before subcontract agreement(s)/MOU(s) execution.										
Submit monthly invoices with supporting documentation	Monthly										
Participate in regular Implementation Status meetings with CEO-HI to discuss program implementation and operations, technical assistance needed, etc.	Bi-monthly										
Submit Quarterly Reports and supporting documents.	<table border="1"> <thead> <tr> <th>Reporting Period*</th><th>Due Date</th></tr> </thead> <tbody> <tr> <td>January 1-March 31</td><td>April 15th</td></tr> <tr> <td>April 1-June 30</td><td>July 15th</td></tr> <tr> <td>July 1-Sept 30</td><td>October 15th</td></tr> <tr> <td>October 1-December 31</td><td>January 15th</td></tr> </tbody> </table> <i>*First Quarterly Report shall be due based on the schedule above, noting that the Reporting Period will begin based on agreement execution date. All Quarterly Reports will be required throughout term of the agreement.</i>	Reporting Period*	Due Date	January 1-March 31	April 15th	April 1-June 30	July 15th	July 1-Sept 30	October 15th	October 1-December 31	January 15th
Reporting Period*	Due Date										
January 1-March 31	April 15th										
April 1-June 30	July 15th										
July 1-Sept 30	October 15th										
October 1-December 31	January 15th										
Submit Co-Investment Report	Annually										
Submit Final Program Outcomes Report	<table border="1"> <thead> <tr> <th>Reporting Period</th><th>Due Date</th></tr> </thead> <tbody> <tr> <td>Agreement execution-</td><td>Prior to agreement</td></tr> <tr> <td>Agreement expiration</td><td>expiration.</td></tr> </tbody> </table>	Reporting Period	Due Date	Agreement execution-	Prior to agreement	Agreement expiration	expiration.				
Reporting Period	Due Date										
Agreement execution-	Prior to agreement										
Agreement expiration	expiration.										

All subcontracts, reports and invoices shall be submitted to the County CEO-HI. Invoices will not be paid without the associated report and must be submitted to the following:

County Project Manager: Onnie Williams III owilliams@ceo.lacounty.gov
 And copy hiadmin@ceo.lacounty.gov
HomelessInitiativeCities@lacounty.gov

**HOMELESS INITIATIVE
CITIES/COGS QUARTERLY PROGRESS REPORT GUIDE
SAMPLE**

Please read this guide in its entirety and follow the instructions included to complete the quantitative and qualitative narrative as a part of your quarterly report submission. Quarterly reports should be submitted on a regular and timely basis and provide updates on your progress within the given reporting period.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING QUARTERLY REPORTS

1. Before you begin completing your responses, please ensure you have reviewed your contract to ensure alignment with the approved Statement of Work (SOW). Please ensure that all required supporting documentation (e.g., invoice) is up-to-date and accurate. Progress Reports are due each quarter; Please see Schedule below for your reference of the reporting periods and due dates.
2. All quarterly reports require that the following sheets contained within this Excel document be completed: (1) Cover, (2) Quantitative Data, and (3) Qualitative Narrative. If any of these are not completed, this will result in your report being returned to you to complete and resubmit for review. For any questions related to this report, please reach out to the County Project Manager listed in your SOW.
3. Cover - Please complete the Cover sheet contained within this Excel document. Please note, all information in the Cover sheet is required (do not leave any blanks).
4. Quantitative Data - The Key Performance Indicators and Targets from your SOW are pre-populated for you. Please complete columns E-P for the applicable quarter in the Quantitative Data sheet. Enter your outputs/outcomes and use the notes section to add any additional brief remarks if needed.
5. Qualitative Narrative - Please complete the Qualitative Narrative sheet contained within this Excel document for each program (tasks) approved in your contract's SOW. This qualitative data is intended to provide additional information on the progress reported by the City/COGs.
6. Quarterly reports, along with corresponding invoices for the reporting period, must be sent to: HomelessInitiativeCities@lacounty.gov, with copy to HIAdmin@ceo.lacounty.gov and the County Project Manager listed in your contract. Sending to alternative email addresses may cause delays in processing.
7. Once submitted, the quarterly report will need to undergo review from CEO Homeless Initiative and approval from the County Project Manager. Please note, incomplete quarterly reports will be returned to you and will require resubmission.

REPORTING PERIODS AND DEADLINES

Quarter	Reporting Period*	Due Date
Q1	July 1-Sept 30	October 15th
Q2	October 1-December 31	January 15th
Q3	January 1-March 31	April 15th
Q4	April 1-June 30	July 15th

* First quarterly report shall be due based on the schedule above, noting that the reporting period will begin based on the contract execution date.

GLOSSARY OF TERMS

Actual Output/Outcome: Provide approximate number achieved this quarter
Cumulative Actual Output/Outcome: This reflects the approximate number achieved for all quarters to-date.

COG/City Quarterly Progress Report		 County of Los Angeles Homeless Initiative REAL HELP, LASTING CHANGE
This report is intended for Cities and Councils of Governments (COG) to complete to provide updates on their programs and activities to track progress, identify challenges, and assess the implementation of a program or project. Please complete this cover page and the Quarterly Report in its entirety with information for the Tasks, Key Performance Indicators, and Targets listed in your contract's Statement of Work (SOW).		
City/COG:		
Contract #:	AO-	Fund Type: ☐ Local Solutions Fund-Regional Coordination ☐ Local Solutions Fund-Local Homeless Services and Housing Programs
Reporting Period:		
Quarter:	Q2: October 1-December 31	Year:
<i>To be completed by City/COG</i>		
Submitted By:	[insert name]	
Submission Date:	[insert date]	
Attachments:	Is all corresponding documentation included with this progress report? (check one box) ☐ Yes, invoice with supporting documentation (for this reporting period) is included. ☐ No, there are no invoices for this reporting period.	

Key Performance Indicator (KPI)/Metrics	Target Output/Outcome	Timeline	Q1: July 1-Sept. 30		Q2: Oct. 1-Dec. 31		City/COG to complete		Q3: Jan. 1-March 31		Q4: April 1-June 30		Notes
			Actual Output/Outcome for this quarter (from month/quarter 1st)	Notes	Actual Output/Outcome for this quarter (from month/quarter 1st)	Cumulative Actual Output/Outcome	Actual Output/Outcome for this quarter (from month/quarter 1st)	Cumulative Actual Output/Outcome	Actual Output/Outcome for this quarter (from month/quarter 1st)	Cumulative Actual Output/Outcome	Actual Output/Outcome for this quarter (from month/quarter 1st)	Actual Completion Date (mm/dd/yyyy)	
20240901 100% of projects completed by the end of the fiscal year	100% of projects completed by the end of the fiscal year	Quarterly	5	Actual target for this quarter due to delay in getting housing emergency relief	15	20	20	41	Exceeded target for this quarter in active housing placement	57	58	10/30/23	Original target for this quarter was 100% and was not met. The project is currently 100% complete.
Task 1: (Insert category/line)													
Task 1.A: (Insert name of program)													
1A.1 (Insert KPI/Metric from SOG)	A. (Insert Target from SOG)	Insert Timeline from SOG											
	B. (Insert Target from SOG)	Insert Timeline from SOG											
	C. (Insert Target from SOG)	Insert Timeline from SOG											
	D. (Insert Target from SOG)	Insert Timeline from SOG											
	E. (Insert Target from SOG)	Insert Timeline from SOG											
	F. (Insert Target from SOG)	Insert Timeline from SOG											
1A.2 (Insert KPI/Metric from SOG)	A. (Insert Target from SOG)	Insert Timeline from SOG											
	B. (Insert Target from SOG)	Insert Timeline from SOG											
	C. (Insert Target from SOG)	Insert Timeline from SOG											
	D. (Insert Target from SOG)	Insert Timeline from SOG											
	E. (Insert Target from SOG)	Insert Timeline from SOG											
	F. (Insert Target from SOG)	Insert Timeline from SOG											
Task 1.B: (Insert name of program)													
1B.1 (Insert KPI/Metric from SOG)	A. (Insert Target from SOG)	Insert Timeline from SOG											
	B. (Insert Target from SOG)	Insert Timeline from SOG											
	C. (Insert Target from SOG)	Insert Timeline from SOG											
	D. (Insert Target from SOG)	Insert Timeline from SOG											
	E. (Insert Target from SOG)	Insert Timeline from SOG											
	F. (Insert Target from SOG)	Insert Timeline from SOG											
1B.2 (Insert KPI/Metric from SOG)	A. (Insert Target from SOG)	Insert Timeline from SOG											
	B. (Insert Target from SOG)	Insert Timeline from SOG											
	C. (Insert Target from SOG)	Insert Timeline from SOG											
	D. (Insert Target from SOG)	Insert Timeline from SOG											
	E. (Insert Target from SOG)	Insert Timeline from SOG											
	F. (Insert Target from SOG)	Insert Timeline from SOG											

Qualitative (Narrative) Section	
Q1: July 1-Sept. 30	
Task 1: [insert category/area]	
Task 1A: [insert name of program]	
1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome? <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
Task 1B: [insert name of program]	
1. What action steps have you taken to ensure that program KPIs and targets are achieved? Describe specific strategies and processes. Also, indicate future revisions to action steps, if any. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	
2. What's working? (How has this program been effective? How has this impacted the community/population it's designed for? How has collaboration been with partners involved in the implementation? Share a minimum of one success story. <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>	

3. Were there challenges (in program implementation or for the city(ies)/COG, clients, etc.)? If so, how were they overcome? <i>[Please enter your response here. Provide at minimum one paragraph response but limit your response to no more than three paragraphs.]</i>

Co-Investment Template: Cities and COGs SAMPLE

The County's [New Framework to End Homelessness](#) calls for Cities and Council of Governments (COGs) to co-invest in key strategies that accelerate and amplify impact locally and regionally to develop more permanent housing and provide pathways to housing and services for decommissioning encampments and meeting the needs of people experiencing homelessness.

Please complete the following two questions to provide more information on how your City/COG is co-investing to address homelessness and housing. Please include all relevant programs, adding additional cells to the tables if necessary. The goal of this document is to better understand the full set of investments and programs made by your City/COG outside of Local Solutions Funds (LSF). This document will help to identify the true costs associated with addressing homelessness with our shared jurisdictions and gaps in services that could be addressed through future funding opportunities.

Please send the completed forms to HomelessInitiativeCities@lacounty.gov, copying Onnie Williams III, OWilliams@ceo.lacounty.gov.

Example:

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.

Task: 2C Landlord Engagement and Assistance Program (Example)
Co-investment Description: <i>To support the Landlord Engagement and Assistance Program, the City is providing \$100,000 in funding to support 2 additional FTEs. This builds upon the 2 FTEs funded under the LSF, totaling 4 FTEs. These FTEs are responsible for housing location and unit acquisition. Additionally, the City is providing office and meeting space to support landlord engagement and assistance program activities. (Example)</i>
Budgeted Costs to Supplement LSF (If applicable): <i>\$100,000 (Example)</i>
Funding Source of Co-investment (If applicable): <i>General Funds (Example)</i>

2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

Example:

Program Name: <i>City Navigation Center (Example)</i>
Co-investment Description: <i>The City was successfully awarded Homekey 2 funding to construct a Navigation Center in the City of X. This Navigation Center will provide 60 interim housing units and supportive services including housing navigation, case management, etc. The Navigation Center is expected to open in November 2023. (Example)</i>
Key Metrics (Example: Number of Interim or Permanent Housing Units): <i>Number of Interim Housing Beds/Units: 60 (Example)</i>
Budgeted Costs (If applicable): <i>\$22,000,000 (Example)</i> <i>\$19,000,000 Homekey 2</i> <i>\$3,000,000 General Funds</i>
Funding Source of Co-investment (If applicable): <i>Homekey 2, General Funds (Example)</i>

Co-Investment Template: Cities and COGs

- 1) For programs funded by the Local Solution Fund (LSF), which are your City/COG co-investing in? Co-investment could be in the form of funding, staffing, resources, land, local legislation, etc. Please list the specific Task from the LSF Statement of Work (SOW) and describe the co-investment below.

Task:
Co-investment Description:
Budgeted Costs to Supplement LSF (If applicable):
Funding Source of Co-investment (If applicable):
Task:
Co-investment Description:
Budgeted Costs to Supplement LSF (If applicable):
Funding Source of Co-investment (If applicable):

Please add additional cells to the table if necessary.

- 2) Apart from programs funded by the Local Solutions Fund (LSF), what other direct investments is your City/COG making related to homelessness and housing? Please describe below.

Program Name:
Co-investment Description:
Key Metrics (Example: Number of Interim or Permanent Housing Units):
Budgeted Costs (If applicable):
Funding Source of Co-investment (If applicable):
Program Name:
Co-investment Description:
Key Metrics (Example: Number of Interim or Permanent Housing Units):

Budgeted Costs (If applicable):
Funding Source of Co-investment (If applicable):

Please add additional cells to the tables if necessary.

SAMPLE

FINAL PROGRAM OUTCOMES REPORT

SAMPLE

GENERAL INFORMATION

ORGANIZATION	Name		
MULTI-JURISDICTIONAL (if applicable)	If you are reporting on a multi-jurisdictional grant, list the partnering cities included in the contract		
REPORT CONTACT	Name	Title	Email Address
REPORTING PERIOD/CONTRACT TERM (MM/DD/YY – MM/DD/YY)			

PROGRAM OUTCOMES

Please copy and paste the Statement of Work in the contract to provide activities and target outcomes. Please complete the column titled “Final Cumulative Outcomes” with the outcomes achieved during the entire contract term. Please use separate tables for each program. Please add more rows or tables as needed.

Program 1:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 2:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 3:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

Program 4:		
Activities	Target Outcome(s)	Final Cumulative Outcome(s)

--	--	--

NARRATIVE:

Please provide a descriptive response to the below questions. Successful practices and stories in preventing and combating homelessness will be compiled and published on the County website. There is no word limit for these responses.

1. Please provide a brief narrative to the activities above. If the target outcome(s) were not achieved, provide an explanation including troubleshooting and final outcomes.

2. Describe the City's or Cities' unique role that addressed the homeless individuals/families' needs and system gaps. List as many as appropriate.

3. Were there challenges in implementing the program(s)? If so, how were they overcome? Please provide a detailed explanation.

4. Will project(s) be sustained beyond this contract term? If so, please describe how the City will continue or build upon the work supported by this grant.

5. How were your projects successful this contract term? Please include the following components: Population(s) served; City/ies operation, programs and budget; Partners involved in the implementation of the program Funds (financial and in-kind); Community at large; Homeless system; and any other successes to share?



San Fernando Valley Council of Governments

Request for Proposals for Homeless Services Grant Writer November 2023

The San Fernando Valley Council of Governments (SFVCOG) is seeking proposals from qualified individuals or consultancies for grant writing services related to homelessness services and/or resources.

BACKGROUND

In May 2010, the SFVCOG became a Joint Powers Authority (JPA). The SFVCOG is comprised of six member agencies located in the San Fernando Valley area of Los Angeles County. The member agencies are as follows:

City of Burbank
City of Glendale
City of Los Angeles
County of Los Angeles
City of San Fernando
City of Santa Clarita

The SFVCOG is a voluntary cooperative effort among the member cities and the County of Los Angeles to forge consensus and advance policies and programs of regional significance. The SFVCOG provides a forum for discussion as well as formalized representation and advocacy on behalf of the San Fernando Valley sub-region with regional, state, and federal agencies.

The SFVCOG's primary objectives are to: share information, allow the members to engage in cooperative local and regional planning and the coordination of government services and responsibilities to assist the members in the conduct of their affairs, conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on a Valley area and regional basis, coordinate implementation programming, and take action on issues that are of interest to the member agencies that are working together in partnership to preserve and enhance the quality of life in the sub-region.

The SFVCOG Board of Directors (SFVCOG Board) is comprised of twelve (12) members, as follows: one (1) member from each of the two (2) County of Los Angeles supervisorial districts that are located entirely or partially in the San Fernando Valley, one (1) member from each of the six (6) City of Los Angeles' council districts that are located entirely or partially in the San Fernando Valley, and one (1) member from each member city.

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The SFVCOG has no employees, but has contracted for Executive Director services. The grant writer will work closely with the Executive Director to secure grants related to homelessness services and/or resources.

Financial information regarding the SFVCOG is as follows:

1. The SFVCOG has minimal financial activity and has an annual core budget of \$155,000 per year with additional funds being made available through fundraising efforts such as grants and networking conferences held throughout the year.
2. Total expenditures by Fiscal Year are as follows:
2020-2021: \$138,015
2021-2022: \$193,206

On May 3, 2022, the County of Los Angeles (County) Board of Supervisors (Board) directed the Los Angeles County Chief Executive Officer (CEO) to increase co-investment opportunities for cities and Councils of Governments and enlist city engagement in expanding the supply of interim and permanent housing. On May 17, 2022, the Board delegated authority to the CEO, or her designee, to enter into and/or amend multi-year service contracts, memoranda of understanding, or funding agreements with local jurisdictions administering homeless services programs with Board approved funding to provide and coordinate homeless programs and services in conjunction with the County to prevent and combat homelessness. On October 2, 2023, the SFVCOG directed staff to issue a Request for Proposal (RFP) for grant writing services as a means to support member jurisdictions' work in addressing the crisis of unhoused in the region. Soon, the SFVCOG will receive **thirty thousand dollars (\$30,000)** for these grant writing services.

PROPOSAL SUBMISSION

Proposals for SFVCOG Homeless Grant Writer must be received by 5:00 PM, Pacific Time (U.S.), December 1, 2023. Proposals must be electronically submitted to: info@sfvcog.org.

PROPOSAL REQUIREMENTS

It is preferred that the proposal be limited to no more than 10 pages. There shall be no bonding requirements for this proposal.

GENERAL CONDITIONS

The SFVCOG will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. The SFVCOG reserves the right to request any person submitting a proposal to clarify his or her proposal during the selection phase.

Further, the SFVCOG reserves the right to modify or alter any requirements herein, at the SFVCOG's sole discretion, and such shall be done by written addendum. The SFVCOG is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be

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made available to each person or organization where SFVCOG records indicate the RFP was received, and will be posted on the SFVCOG website. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the SFVCOG.

The SFVCOG is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

CONTRACT AND TERM

Any resulting contract will be for a period of 12 months. The contract may be terminated by the SFVCOG with thirty (30) days written notice in the sole determination of the SFVCOG Board. The selected grant writer (Contractor) may terminate the contract with ninety (90) days written notice in the sole determination of the Contractor.

If it is mutually agreeable to the Contractor and SFVCOG, and the County CEO provides for ongoing funding to be used for regional homeless coordination services at the Councils of Government level, the term of the agreement may be extended, in whole or in part, on an annual basis.

It is expected the relationship between the selected Contractor and the SFVCOG shall be that of an independent contractor. The selected individual shall not become an employee of the SFVCOG, unless specifically authorized by the SFVCOG Board.

PROPOSAL CONTENT AND CRITERIA

Proposals shall include the following information, at a minimum. The SFVCOG will review each proposal in the following areas (in no particular order or weight):

Cover Letter

Experience and Background – Individual Proposal

- Professional history
- Resume(s)
- Full name of individual, mailing address, telephone and e-mail address
- References of current and former clients, if any, for whom similar services have been provided, including contact information
- Description of services provided
- Time period(s) service was provided

Familiarity with SFVCOG Issues

- Experience with local government organization and issues
- Experience with homeless services providers and agencies

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Work Plan and Budget

- Describe how you would accomplish the Scope of Services within the limited budget available
- Proposed work schedule

Non-Collusion Affidavit and Irrevocable Offer (attached, must be filled out and executed by all proposers)

All proposals delivered in the manner and by the deadline outlined above that meet the minimum qualifications, and are otherwise deemed responsive to the RFP, will be advanced to the evaluation team for scoring. The evaluation team will include an ad-hoc committee of SFVCOG Board members and staff of member agencies, as appropriate.

FINAL CONTRACT AWARD BY SFVCOG GOVERNING BOARD

Notwithstanding a recommendation of the evaluation team, the SFVCOG retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the SFVCOG. The SFVCOG is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

After a prospective Contractor has been selected, the SFVCOG and the prospective Contractor will negotiate a contract for submission to the SFVCOG for its consideration and possible approval. If a satisfactory contract cannot be negotiated, the SFVCOG Board may, at its sole discretion, begin contract negotiations with the next qualified proposer who submitted a proposal, as determined by the SFVCOG.

The recommendation to award a contract will not bind the SFVCOG to award a contract to the prospective Contractor.

The SFVCOG Board retains the right to select a Proposal other than the Proposal receiving the highest number of points if the SFVCOG Board determines, in its sole discretion, another Proposal is the most overall qualified, responsive, responsible, and in the best interests of the SFVCOG.

SCOPE OF SERVICES

The Contractor will work closely with the Executive Director of the SFVCOG, utilize his/her own vehicle, office, cell phone, computer and software for SFVCOG business, and will be expected to do the following:

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Support in identifying private (philanthropic or corporate), state, and federal funding opportunities on behalf of SFVCOG and/or its member agencies and pursuing funding through a contracted grant writer. To that end, tasks may include, but not be limited to the following:

- Meet regularly with SFVCOG staff
- Report to the SFVCOG Board on progress, as requested
- Coordinate with SFVCOG member agencies' staff to gather information and insight to apply for grants
- Compile and submit a list of all applicable homeless and housing funding opportunities, inclusive of eligibility requirements and application timelines and process within sixty (60) days after the onboarding of a grant writing consultant
- Coordinate and support the management and the submission of applications for funding in conjunction with member agencies, based on homeless working group interest with a least five (5) applications annually
- Successfully secure at least 50% of grants applied for annually (not including County funding) for housing and homelessness resources

REFERENCES

The SFVCOG reserves the right to contact colleagues or references not furnished by the proposer. Submission of a proposal shall constitute authorization for the SFVCOG to make all reasonable reviews necessary to evaluate qualifications of respondents.

QUESTIONS

Questions regarding this RFP shall be emailed to John Bwarie (john@sfvcog.org). All questions must be submitted at least one week prior to the submission deadline to allow sufficient time to respond to potential proposers. In order to receive the answers to any questions submitted about the RFP, please contact the above named individual via e-mail to be included on the distribution list.

RIGHT TO REJECT

The SFVCOG reserves the right to reject any and all proposals and to waive any informality in the proposal when to do so would be to the advantage of the SFVCOG. The SFVCOG may also reject the proposal of any proposer who has previously failed to timely and satisfactorily perform any contract with any of its member agencies.

CONTACT WITH SFVCOG PERSONNEL

All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed to: john@sfvcog.org. If it is discovered that Proposer contacted and received information from any personnel of any of the member agencies, other than the person specified above, regarding this solicitation, the SFVCOG, in its sole determination, may disqualify their proposal from further consideration.

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NON-COLLUSION AFFIDAVIT AND IRREVOCABLE OFFER

The proposer or appropriate, authorized proposer's designate must sign and affix the corporate seal (if applicable, see space below).

I, _____, depose and say that I am _____
(name) (title)

of _____,
(name and address of firm, corporation or organization)

who submits this proposal to the San Fernando Valley Council of Governments, and hereby declare that this proposal is genuine, and not a sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure from him/herself an advantage over any other proposer.

I further certify and acknowledge that the proposal submitted is a firm and irrevocable offer on the terms contained therein for a period of ninety (90) days following the final date of submission.

Date _____ at _____
(month, day, year) (city, state)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is true and correct.

(Signature)

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REQUEST FOR PROPOSAL

Homeless Services Grant Writer

Submitted: December 21, 2023

California Consulting
214 Main Street, Suite 102
El Segundo, CA 90245
(323) 728-9002
www.californiaconsulting.org

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<i>Exhibit I – Homelessness and Community Development Grant Awards (partial list)</i>	

December 21, 2023

San Fernando Valley Council of Governments
Attn: John Bwarie, Executive Director
10945 Burbank Blvd.
North Hollywood CA 91601

Dear Mr. Bwarie,

California Consulting, Inc. is pleased to provide this response to the Request for Proposal for Homeless Services Grant Writer and to introduce our Project Management Team to the San Fernando Valley Council of Governments.

Founded in 2004, California Consulting, Inc., is the largest grant writing firm in California and has developed expertise in representing municipalities and has extensive experience with federal, state, and local grant opportunities and CEQA and NEPA environmental regulations. **California Consulting grant team of over 30 grant writers have expert skills in effective and persuasive grant writing for Clients.** Our team has written over 1,450 competitive successful federal, state, and private foundation grant applications that have been awarded to our clients. We are honored to provide grant writing services state-wide to the County of Los Angeles, San Bernardino County, Kern County, San Benito County, Nevada County, and the cities of Brawley, Wildomar, Hemet, Needles, Artesia, Riverside, Ontario, Irwindale, Industry, Norwalk, Bell, Maywood, Baldwin Park, Santa Cruz, Berkeley, Monterey, Sausalito, Albany, Sebastopol, Newman, and to the Housing Authority of the County of Merced and San Bernardino among others.

California Consulting has secured over \$1.6 billion through the company's combined efforts as noted on our website www.californiaconsulting.org. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our grant writers have developed municipal subject matter expertise in writing federal and state competitive applications as evidenced by our award-winning applications as noted on Exhibit 1.

California Consulting's main office is located at 214 Main Street, Suite 102, El Segundo CA 90245. The Contact Person authorized to sign and bind the firm in the contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. or, the contact person regarding this RFP is Dan Rodriguez, Director of Operations. He may be reached at (323) 728- 9002 or dan@californiaconsulting.org.

We look forward to assisting the San Fernando Valley Council of Governments to achieve its grant funding goals.



Warmest Regards,
Steve Samuelian, CEO

Firm Profile

Founded in 2004, California Consulting has offices in Northern, Central and Southern California and is a proud sponsor of Municipal Management Association of Northern California (MMASC), California Management Foundation (CCMF), and League of California Cities. Steve Samuelian is the owner/founder of California Consulting. We currently have over 100 clients statewide consisting of 50 cities, over 40 school districts, special districts, non-profit, and private sector clients. We have 45 team members from Chico in the North to San Diego in the South. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built a solid reputation by effectively communicating with our clients and working hard for them. California Consulting is the largest grant writing firm in California. We have secured over \$1.6 billion for our clients since inception through grant writing and governmental affairs efforts combined. California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted. California Consulting subscribes to a wide range of grant sites that allow us to track current and upcoming grants.

Based on California Consulting long standing experience writing homelessness award winning application as noted in Exhibit 1, our grant writer is prepared to provide professional services and work closely with the Executive Director of the SFVCOG. Our grant writer will utilize his/her own vehicle, office, cell phone, computer and software for SFVCOG business, and will identify private (philanthropic or corporate), state, and federal funding opportunities on behalf of SFVCOG and/or its member agencies and pursuing funding. Furthermore, our grant writer is prepared to work on other tasks such as, but not be limited to the following:

1. Meet regularly with SFVCOG staff
2. Report to the SFVCOG Board on progress, as requested
3. Coordinate with SFVCOG member agencies' staff to gather information and insight to apply for grants
4. Compile and submit a list of all applicable homeless and housing funding opportunities, inclusive of eligibility requirements and application timelines and process within sixty (60) days after the onboarding of a grant writing consultant
5. Coordinate and support the management and the submission of applications for funding in conjunction with member agencies, based on homeless working group interest with a least five (5) applications annually
6. Successfully secure at least 50% of grants applied for annually (not including County funding) for housing and homelessness resources

Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and stay current on every Federal, State, and private grant available on a myriad of different topics and public policy areas. We have written over 1,460 competitive successful grant applications that have been awarded.

California Consulting is the leader in the grant writing industry and have set the standard for the following:

1. Thorough knowledge of policy and subject matter grant writing expertise
2. Collaborative team approach to grant writing for every client
3. Grant advocacy for each client
4. Extensive grant administration, grant management, and grant reporting/compliance experience.

California Consulting staff is experienced in all facets of grant research, grant writing, and grant management. We thoroughly understand our client's needs through open and continual communication. Our grant writers have almost 200 years of grant writing experience combined. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private level. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private Foundation level. California Consulting is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Developing quality grant applications
- Advocating for your grant application during the selection process
- Conducting professional grant reporting, administration, and post-award compliance.

California Consulting Staff meets via Zoom or Conference call with clients to conduct a needs assessment at the outset of the contract in order to identify the client's goals.

We are highly experienced and capable of arranging and attending any meetings on behalf of the SFVCOG. The California Consulting grant writer assigned to the SFVCOG will be the main point of contact. Our team will meet with the Staff immediately and continue to meet with Staff monthly to ensure an accurate and quality work product. As well, California Consulting will submit a written monthly report on the first week of each month to the SFVCOG to outline all activities conducted during the prior month.

Project Management Team

California Consulting will provide a grant writer that will work in collaboration with your staff to provide full grant writing services. The bios listed below include qualifications, background, relevant skills, and the number of years of experience in providing professional grant writing services (partial list).

Steve Samuelian, CEO has held various leadership posts during a career spanning over 37 years. Steve was born and raised in the L.A. area and began his political and civic involvement in Los Angeles in 1982. In January 1995, Steve was appointed as Field Director for Congressional District 19. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressional office, where he served in this capacity for 8 years. In 2002, Steve was elected to the California State Assembly representing the 29th Assembly District. He was appointed to the Assembly Appropriations Committee by the Speaker and served as the Vice-Chairman of the Assembly Elections and Redistricting Committee. Currently, Steve is elected to the Board of Directors of the L.A. County Business Federation (BizFed) where he is an elected Executive Committee Member serving as an Officer for one of the largest business organizations in the U.S. Additionally, Steve has been the recipient of several different awards from the L.A. County Business Federation (BizFed) including the “Ambassador of the Year” award in 2018. BizFed is one of the nation’s largest and most prominent business organizations with many Fortune 500 corporate members. In January 2019, Steve served as the Host Committee Chairman for the USC Sol Price School of Public Policy 90th Anniversary Gala at L.A. District Hall. The Price event was attended by hundreds of USC alumni, supporters, and several prominent elected officials. In 2017, Steve was asked to speak to Master’s Degree students at the UCLA Luskin School of Public Affairs and also moderated a panel sponsored by UCLA Luskin in 2016 dealing with the topic of Economic Development in L.A. County. In 2018, Steve was the recipient of an “Outstanding Achievement” award presented to him by the Consulate of the Republic of Armenia in Los Angeles. Steve has been a guest speaker for many associations (partial list) including League of California Cities, Independent Cities Association, Contract Cities Association, California School Board Association (CSBA) and Municipal Management Association of Northern California (MMANC) and others. Steve Samuelian founded California Consulting in 2004 the state’s largest grant writing company and the firm quickly established a reputation for hard work and a commitment to success for its clients.

Grant Writing Management Team

Danielle Sotello, Senior Grant Writer is a San Joaquin Valley native and brings over 10 years of experience in grant writing, grant administration and program development for public and private entities. Danielle is California Consulting’s Senior Project Manager and a San Joaquin Valley native with over 12 years of experience in grant writing, grant administration and program development for public and private entities. She has worked with California Consulting since 2008, and during this time she has helped to secure over \$18M in funding for California Consulting clients. She has drafted and submitted many successful grant applications for different sectors, but she most enjoys writing in the areas of public safety, motorized and non-motorized transportation, urban greening, alternative fuels infrastructure, and education. Ms. Sotelo prides herself in paying close attention to detail and has logged 250’s of hours in project management.

She is committed to securing federal, state and local funding to spur environmentally and socially conscious community development both domestically and internationally. Ms. Sotelo holds a BA in International Studies with an emphasis in Political Science and a certificate in Dispute Resolution from Pepperdine University.

Ashley Ramsey, Senior Grant Writer has a Bachelor's of Science in Planning with an emphasis in Regional and Environmental Policy and Planning from the Massachusetts Institute of Technology. She has professional experience in health care administration, quality control and regulatory compliance for biologics, and early childhood education. Ashley also has experience in starting and operating an educational community service organization and a biotech firm. She uses her science and mathematics heavy background to bring quantifications and logic to her grant proposals yielding incredible success. Ashley loves learning the intricacies of projects and programs to form the basis of her persuasive narratives.

David Marquez, Senior Grant Writer has been with California Consulting for over 10 years. He is focused on developing capacity building and community development-related services on behalf of nonprofit agencies, local government, and the private sector to serve the diverse communities of Los Angeles. He has extensive experience and familiarity in the area of community and economic development, social and health services, and planning and land use issues. He has combined his knowledge of varied issues with his experience in policy development, coalition building, grant management, fund development, and local government to develop both strategies for issue-oriented advocacy and program sustainability for his clients. David served as Chief Deputy of Legislation and Policy for former Los Angeles Councilmember Mike Hernandez, where he managed the legislative and planning staff. He began his career as a community organizer, over twenty years ago in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts in History and International Studies.

Grant Writing Team

At California Consulting, we operate using a collaborative team approach to grant writing and management projects. All individuals listed below are highly successful grant writers with an excellent track record. David Marquez, Senior Grant writer, manages all grant writing efforts and will assist the team whenever necessary.

Karen Simpson, Senior Grant Writer has been with California Consulting for over 7 years and has over 30 years of grant writing experience. She has served in municipal government for almost 30 years in the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple communities and economic development programs. She has extensive knowledge and training in grant program management, grant research, grant writing, and post award program compliance. Ms. Simpson is skilled in building collaboration between community-based organizations, faith-based entities, educational entities, and social institutions, which resulted in Federal grant awards totaling \$10.4 million in less than seven years. She has written grants addressing economic development, housing improvement, and lead-hazard control. Ms. Simpson is also a grant consultant for non-profit organizations providing grant writing services, capacity building, and funding strategies to help meet needs in underserved neighborhoods.

Michelle Ferguson, Senior Grant Writer for California Consulting. Her grant writing expertise is built upon more than 20 years of writing and editing experience, primarily in journalism and in Colorado's nonprofit sector. Throughout her career in grant writing and management, Michelle has raised nearly \$9 million to benefit a wide spectrum of social causes ranging from improved student literacy levels to increasing equitable outcomes in healthcare for those uninsured and underinsured. Michelle functions as lead liaison and manages client portfolios, thereby incorporating any changes or edits communicated by clients in order to effectively bring their interests and goals to the forefront. Whether corporate, foundation, or first-time funders, Michelle excels at cultivating partnerships with private and public sources to spearhead impactful change that is further bolstered by the power of the community.

Wil Flores, Grant Writer, brings over 10 years of experience to California Consulting. Wil was raised in South Los Angeles and attended California State University Fullerton where he received his Bachelor's Degree in Political Science and Master's Degree in Public Administration. Wil has extensive experience in securing workforce development grants for schools (Perkins, Strong WorkForce). Wil also has experience with workforce development programming including designing a workforce program funded through The Hire Youth LA initiative and developing an advisory committee to place high school aged youth in paid internships. Wil currently serves as the Grant Manager for The Catalina Island Conservancy where he works closely with The Conservation Corps of Long Beach to provide workforce development opportunities for Corps members on Catalina Island. Wil has also worked closely with multiple municipalities to submit housing and homeless grants at the state and federal level.

Karen Leventhal, Grant Writer has over 10 years of experience. She has grant writing specialties are community and economy development, human rights, substance abuse prevention, developmental disability, emergency preparedness, gender-based sexual violence, diversity and inclusion, national service and volunteerism, community organizing, job placement, and workforce development, emergency preparedness, COVID-19, starts ups, technology, entrepreneurship, social enterprise, sustainability (green), faith-based initiatives, farming and agriculture, housing and homelessness, food insecurity, supply chain, social responsibility, biotech, information and communications technology, youth leadership and development, health and much more. With intimate knowledge of how Grantmakers think, Karen has built programs from the ground up, so she has hands-on experience with nearly every aspect that a grant is expected to cover, including program design, staffing, metrics and evaluation, and partnership development.

Tereza Sarkisyan, Grant Writer with California Consulting. She brings with her a background in economic development, philosophy, and public service. She has worked for the Appalachian Regional Commission which is an economic development agency focusing on revitalizing Appalachia through federally funded grants. She also has experience working in the City of Glendale's Management Services Department and Community Development Department. Sarkisyan attended Florida Atlantic University where she double majored in Political Science and Philosophy. She then attended American University in Washington, D.C. where she received her Master's degree in Philosophy and currently serves as an adjunct Philosophy instructor.

Project Understanding and Methodology

California Consulting is a full service grant writing and management firm. Our team members are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted to determine the status of the application.

California Consulting has a fundamental business philosophy founded on open communication and customizing each application.

1. **Funding Needs Analysis:** *(Meeting with Department Heads to review priorities and funding needs).*
Our team members learn about the client at the outset of the contract by conducting an in-depth Needs Assessment on a Zoom call with SFVCOG Staff. Each client is assigned to a lead Grant writer and this Grant writer meets with the client regularly and on an ongoing basis.
2. **Grant Funding Research and Identification:** Our Project Management Team is an expert in grant identification. They conduct thorough research on an ongoing basis. We have several grant-related search engines and List Service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. The Grant writer will assist the Client in deciding which grants fit best with the Client's projects that were identified at the Needs Assessment. The Grant writer will be able to advise the Client on the strength of the Client's project when competing for the grant and will make recommendations based on the Client's budget and ability to meet the grant requirements, as well as any other factors regarding grant agency guidelines. Our team's grant funding research will include no/no go analysis and conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the COG's funding needs and priorities in the following general areas by way of illustration but not limited to:
3. **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process including researching grant opportunities identified by the SFVCOG and participating in funding agency Zoom meetings, webinars, and/or workshops.
4. **Grant Proposal Development:** Our Project Management Team will write all sections of the grant application. Once a grant has been identified, we work with staff to interpret guidelines and gather information necessary for a strong proposal and application. By learning about the Client's history, needs, and how the award will positively impact the Client's project, we are able to communicate that information with a clear and concise grant package to get the agency's attention. When your staff and California Consulting agree to develop a grant proposal, we will develop a checklist and schedule. The checklist and schedule will include what items the Client will be responsible for and a timeline as to when we will need them submitted to our office. California Consulting retains copies of all grants we have submitted. If a similar grant application was previously approved, we will use this application as a guide when creating the Client's application.

Below is a list of general tasks for our grant process:

- a) Review similar successful grant applications and apply where possible
- b) Collect information on the project
- c) Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
- d) Attend pre-proposal conferences, and webinars, as necessary
- e) Coordinate with local agencies and organizations as needed when applying for collaborative grants
- f) Obtain letters of support, when necessary

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- g) Work with staff to determine if SFVCOG approval is required for submission.
 - h) Draft proposals and send them to staff for review
 - i) Incorporate staff edits in final drafts
 - j) Ensure the grant application is in the appropriate format with the required number of copies and that all other grant requirements are met
 - k) Submit completed application timely
 - l) Monitor funding agency until grant awards are announced
5. **Grant Management** – In coordination with Agency staff, plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports to the funding agency, and close out grant program/project files.
6. **Grant Advocacy:** California Consulting would be pleased to contact any and all federal and state agencies to discuss your grant application and make presentations to agency boards as needed based on our longstanding relationships with the following:
- ☐ U.S. Department of Housing and Urban Development-HUD
 - ☐ U.S. Economic Development Administration-EDA
 - ☐ California Housing and Community Development Department
7. **Preparation of Grant Application Documentation:** The Grant writer will be responsible for preparing any associated exhibits and presentations related to the grant application being prepared. The Grant writer will prepare any studies required for the grant application. If the study requires the services of a sub-consultant, the Grant writer will assist the Client in developing an RFP/Q in an effort to obtain a qualified sub-consultant for these services. The Grant writer will review and assist the Client in the preparation of plans, specifications, bid documents, and other documents prepared by the Client or other consultants to ensure grant requirements are in compliance.
8. **Grant Review and Approval Process:** California Consulting takes pride in our impeccable grant applications. We have been successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Grant Writers twice each month. In addition, our Grant Managers meet individually with each Grant Writer regularly to review each client.
9. **Project Schedule:** We create a precise project timeline to ensure the grant is submitted on time. This time captures the submission deadline and establishes internal deadlines/checklists to obtain the information needed for quality submissions.
10. **Written Monthly Reports:** California Consulting will prepare a monthly report for the Client reflecting grants in progress, grants submitted, and grants awarded. This will provide the Client with a clear return on investment. Our staff is able to present this information to the SFVCOG as requested by the Client. Our Grant writers with the Senior Grant Writer will participate in and attend monthly meetings to report on work and provide updates as required by the Client.
11. **Workshops and Community Training Webinars:** California Consulting is proud to provide regular grant writing municipal workshops /Zoom webinars, hosted by local elected officials throughout the state of California. Please see Exhibit 3- Webinar and Workshop Fliers. We also distribute a Monthly Newsletter (links below), and conduct regular grant writing training workshops for our clients on YouTube.

2023 Newsletters

November-<https://conta.cc/47YWVYp>

October-<https://conta.cc/47YWVYp>

September-

Sample Application Work Plan

Subject to Client Availability

Date	Activity/Action
January 2, 2024 – January 15, 2024	California Consulting in coordination with Project Team: • Needs Assessment / Concept Design • Develop Concept Proposal for red-lining California Consulting: • Finalize / Submit Concept Proposal.
January 15, 2024 – February 1, 2024	California Consulting in coordination with Project Team: • Begin developing Scope of Work (SOW) – identify Tasks/Subtask • Develop a Draft Round calendar. • Begin developing Environmental Report, if required. • Identify organizations to solicit Letters of Support. • Determine the process of Resolution adoption. California Consulting: • Develop a Letter of Support / Commitment template. • Develop Budget Template.
February 2 – 15, 2024	California Consulting in coordination with Project Team: • Finalize Scope of Work tasks. • Begin developing Budget Template. • Solicit for Letters of Support. California Consulting: • Begin developing Narrative sections. • Create a Questionnaire that lists missing information.
February 16 – 20, 2024	California Consulting in coordination with Project Team: • Finalize Environmental Report and Budget. • Develop Narrative Questionnaire • Collect all Letters of Support and Commitment.
February 22 – 30, 2024	California Consulting in coordination with Project Team: • Complete Final Review before submission. Client Applicant: • Sign all necessary forms and assurance. • Collect signed Resolution. California Consulting: Finalize Narrative.
March 2024	California Consulting: • Submit the application to Funding Agency

Municipal Client References

1. Client Name: City of Waterford
Contact Name: Michael Pitcock, City Manager
Contact Number: (209) 874-2328 Extension: 103
E-Mail: mpitcock@cityofwaterford.org
Services Provided: Full Grant Writing and Management Services
Terms: Client since 2014
2. Client Name: City of Baldwin Park
Contact Name: Manny Carrillo, Director of Park and Recreations
Contact Number: (626) 813-5245 x 314
E-Mail: mcarrillo@baldwinpark.com
Services Provided: Full Grant Writing and Management Services
Terms: Client since 2016
3. Client Name: City of Bell
Contact Name: Michael Antwine II
Number: (323) 588-6211
E-Mail: mantwine@cityofbell.org
Services Provided: Full Grant Writing and Management Services
Terms: Client since 2018
4. Client Name: City of Carson
Contact Name: Robert Lennox Ed.D, Assistant City Manager
Number: (310) 830-7600
E-Mail: RLennox@carsonca.gov
Services Provided: Full Grant Writing and Management Services
Terms: Client since 2017

Cost Proposal

California Consulting can offer the cost options below for services below as detailed in this RFP for the San Fernando Valley Council of Governments.

Cost Option 1 – Hourly

California Consulting will offer at the rate of \$150 per hour plus reimbursement of reimbursable expenses. The \$150 hourly rate is for grant writing and for grant writing performed by one of our Grant Writers. **We can provide a not to exceed hourly figure as needed for each application.**

Staff Name/Position	Hourly Rate
David Marquez, Danielle Soto, Ashley Ramsey, Karen Simpson, Michelle Ferguson, Terez Sarkisyan, Karen Leventhal, Wil Flores – Project Managers	\$150.00 per hour
*Reimbursable Expenses	Rates
Mileage	Current IRS Rate
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)

Cost Option 2 – Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. The following is a breakdown of cost per grant subject to further negotiation. *Note: items 1-10 under project understanding and methodology are not included with this cost option.*

Grant Amount Request	Cost
Up to \$10,000	\$1,500
\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.



Exhibit 1 -Housing and Community Development Awards (partial list)

Below is a partial list of the successful Housing and Community Development and CDBG grants that the California Consulting Team has written and been awarded for our clients:

Grant Name	Client Name	Award Amount
Project Homekey	Housing Authority of County of San Bernardino	\$1,100,000
HCD - 2020 Community Development BlockGrant (CDBG-CV) - Homekey	City of Twentynine Palms	\$713,255
CA Department of Housing Community and Economic Development – Permanent Local Housing	City of Maywood	\$220,250
HCD - Emergency Service Grant – Non Competitive	City of Fairfield/Solano County Continuum of Care (CoC)	\$81,275
HCD - Emergency Service Grant – Competitive	City of Fairfield/ Solano County Continuum of Care (CoC)	\$200,000
HUD - Family Self Sufficiency	City of Vallejo	\$117,488
CA Department of Housing Community and Economic Development – Local Early Action	City of Maywood	\$150,000
Housing and Sustainable Communities	City of Baldwin Park	\$125,000
Permanent Local Housing Allocation Program	City of Baldwin Park	\$199,051
Local Housing Allocation Program Formula Grant	City of Baldwin Park	\$3,500,000
Permanent Local Housing Allocation Formula (2 nd)	City of Baldwin Park	\$2,440,890
CA State Housing and Community Development –SB 2 Planning Grant	City of Baldwin Park	\$250,000
LA County and San Gabriel Valley COG – Housing Trust Fund	City of Baldwin Park	\$457,000
San Gabriel Valley COG – Housing Trust Fund	City of Baldwin Park	\$412,800
Continuum of Care, Emergency Solutions for Rapid Housing Grant	City of Fairfield	\$124,000



Department of Housing and Community Development – SB 2 Planning Grant	City of Westminster	\$310,000
HCD- Housing Related Park Programs	City of Imperial Beach	\$101,125
HCD- Housing Related Park Programs	City of Carson	\$75,000
HCD- Housing Related Park Programs	City of Baldwin Park	\$81,234
HCD- Housing Related Park Programs	City of San Fernando	\$113,650
HCD- Housing Related Park Programs	City of Lompoc	\$307,450
HCD- Housing Related Park Programs	City of Lynwood	\$516,150
HCD- Housing Related Park Programs	City of Orange Cove	\$168,125
HHAP- Homeless Housing, Assistance & Prevention	City of Vallejo	\$1,082,582.0
Department of Housing and Urban Development	City of Carson	\$3,500,000
California Department of Housing & Community Development - PLHA Grant Program	City of Carson	\$353,116
MTC - Priority Development Area (PDA)	City of Orinda	\$200,000.00
HCD- Housing Related Park Programs	City of Downey	\$198,450
HCD- Housing Related Park Programs	City of Chino	\$580,650
HCD – Emergency Housing and Capital Development	City of Delano	\$1,000,000
CDBG-CV2 and 3 Allocation	City of Taft	\$344,004
CDBG LEAP Grant	City of San Fernando	\$150,000
HCD CDBG	Madera Housing Authority - City of Madera	\$185,000
HCD CDBG - Local Solicitation	Madera Housing Authority - City of Madera	\$150,000
HCD CDBG Enterprise Fund	City of Taft	\$300,000
HCD CDBG Enterprise Fund	City of Lemoore	\$300,000
HCD Housing and Community Development CDBG - Planning and	City of Taft	\$500,000



Technical Assistance		
HCD CDBG - Planning and Technical Assistance (PTA)	City of Fowler	\$280,000
HCD CDBG Enterprise Fund	City of Parlier	\$500,000
HCD CDBG - Planning and Technical Assistance	City of McFarland	\$70,000
HCD CDBG - Planning and Technical Assistance	City of Lemoore	\$70,000
HCD CDBG Grant	City of Delano	\$300,000
Housing and Community Development CDBG Grant	City of Parlier	\$300,000
HCD - Emergency Service Grant – Competitive	City of Fairfield/ Solano County	\$200,000.00
HCD - Emergency Service Grant – Non-Competitive	City of Fairfield/Solano County	\$81,275.00

***Grant Writing
Services Agreement
By and Between
The San Fernando Valley Council of Governments
and
California Consulting, Inc.***

**Grant Writing Services Agreement
By and Between
The San Fernando Valley Council of Governments and California Consulting, Inc.**

This CONTRACT is entered into by, between, and among the San Fernando Valley Council of Governments ("SFVCOG"), a Joint Powers Authority, and California Consulting, Inc., a California corporation with its principal place of business located at 214 Main Street, Suite 102, El Segundo, CA 90245 (referred to interchangeably as "CONTRACTOR" or "CONSULTANT"), to provide SFVCOG with grant writing services.

RECITALS

WHEREAS, on October 2, 2023, at the regular meeting of the SFVCOG Governing Board of Directors (the "BOARD"), the BOARD authorized and approved entering into a new Funding Agreement for Homeless Services, HI-23-007, with the County of Los Angeles ("COUNTY"), which included grant writing services to be provided by SFVCOG;

WHEREAS, said Funding Agreement expires on June 30, 2027, unless otherwise terminated sooner by its terms, and sets out the Services to be provided by SFVCOG;

WHEREAS, on October 2, 2023, at the regular meeting of the BOARD, the BOARD considered and approved the delegation of authority to the SFVCOG Executive Director to issue a Request for Proposals ("RFP") for grant writing services for homeless services in furtherance of its obligations under the Funding Agreement;

WHEREAS, in November 2023, the Executive Director issued an RFP for homeless services grant writing and, in response, CONTRACTOR submitted a proposal dated December 21, 2023;

WHEREAS, after full consideration of the skills, knowledge, and expertise of CONTRACTOR as well as best value, the BOARD at its regular meeting of January 8, 2024, authorized and approved the conditional selection of the CONTRACTOR to perform grant writing services, and approved a delegation of authority to the Executive Director to negotiate, execute, and implement the terms and conditions of this CONTRACT, subject to review as to form by SFVCOG COUNSEL;

WHEREAS, the CONTRACTOR desires to provide as a Funding Agreement subcontractor, and SFVCOG desires to acquire from CONTRACTOR, those certain grant writing services as more particularly detailed in the Funding Agreement (Attachment D) and as set out in Attachment B (Statement of Work) to this CONTRACT below; and,

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering this service, CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

NOW, THEREFORE, for good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, the SFVCOG and CONTRACTOR agree to the foregoing and as follows:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F and G are attached to and form a part of this CONTRACT. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of Work between the base CONTRACT and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the CONTRACT and then to the Attachments according to the following priority.

Standard Attachments:

- | | | |
|-----|----------------|--|
| 1.1 | Attachment A - | Standard Provisions for City Contracts (Rev. 9/22) [v.1]) |
| 1.2 | Attachment B | Statement of Work |
| 1.3 | Attachment C - | Pricing Schedule |
| 1.4 | Attachment D - | Funding Agreement (HI-23-007) |
| 1.5 | Attachment E | Consultant Employee Acknowledgement and Confidentiality Agreement |
| 1.6 | Attachment F - | Consultant non-Employee Acknowledgement and Confidentiality Agreement |
| 1.7 | Attachment G - | CONTRACTOR's Application Package dated December 21, 2023, Submitted in Response to that Certain SFVCOG Request for Proposals for a Homeless Services Grant Writer issued in November 2023. |

This CONTRACT and the Attachments hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous contracts or agreements, written and oral, and all communications between or among the Parties relating to the subject matter of this CONTRACT. No change to this CONTRACT shall be valid unless prepared pursuant to sub-paragraph 8.1. – Amendments, approved by the SFVCOG Governing Board of Directors ("**BOARD**") and signed by all Parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words, as used herein, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 "**CONTRACT**" shall mean this CONTRACT executed by, between, and among SFVCOG and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Attachment B – Statement of Work and for payment under the Pricing Schedule (Attachment C).

- 2.2 **“CONTRACTOR” or “CONSULTANT”** shall mean California Consulting, Inc., a California corporation, who has entered into this CONTRACT with SFVCOG to perform the Work covered by Attachment B - Statement of Work.
- 2.3 **“SFVCOG COUNSEL”** shall mean either and/or both the following offices, pursuant to the terms of the SFVCOG Joint Powers Agreement (effective January 7, 2015) (**“Joint Powers Agreement”**): Office of the County Counsel, County of Los Angeles (**“COUNTY COUNSEL”**) and/or The Office of the City Attorney, City of Los Angeles (**“CITY ATTORNEY”**).
- 2.4 **“CONTROLLER”** shall mean the Auditor/Controller for the County of Los Angeles, pursuant to the terms of the Joint Powers Agreement.
- 2.5 **“Day(s)”** shall mean calendar day(s) unless otherwise specified.
- 2.6 **“Effective Date”** of this Agreement shall be the last date that all the Parties have executed this CONTRACT below; provided, however, as a condition precedent, under no circumstances shall this CONTRACT become effective until the Funding Agreement (HI-23-007) has first been fully executed by the COUNTY and SFVCOG.
- 2.7 **“Fiscal Year”** shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **“Fiscal Agent”** shall mean the CONTROLLER, as designated in the Joint Powers Agreement. As the Fiscal Agent, the CONTROLLER (on behalf of the SFVCOG) intends to process all payments due for invoices received under the CONTRACT, as soon as said invoices have been authorized for payment by SFVCOG.
- 2.9 **“Funding Agreement”** shall mean that certain fully executed written agreement entered into by and between the COUNTY and SFVCOG (HI-23-007). The Funding Agreement is incorporated into and made a part of this CONTRACT by this reference.
- 2.10 SFVCOG and CONTRACTOR are each a **“Party”** and collectively the **“Parties”** to this CONTRACT.
- 3.0 THE WORK**
- 3.1 **Work Performed by Contractor**
- 3.1.1 Pursuant to the provisions of this CONTRACT, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work (each and collectively, the **“Work”**) as set forth in Attachment AB - Statement of Work.
- 3.1.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than the Work specified in this

CONTRACT, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against SFVCOG, its agents, officers, directors or assigns.

- 3.1.3 CONTRACTOR agrees to be bound by and comply with all provisions of the Funding Agreement (HI-23-007) which set forth obligations or requirements to be imposed upon or applicable to SFVCOG subcontractors. As such, during the Term, all CONTRACTOR Work will be performed in full compliance with applicable provisions of said Funding Agreement (HI-23-007).

4.0 TERM OF CONTRACT

The “Term” of this CONTRACT is for **INSERT () months** from the Effective Date (and for such additional time as any extension may authorize by written amendment to this CONTRACT), subject to SFVCOG's right to terminate earlier for convenience, the termination, expiration or cancellation of the Funding Agreement, the nonappropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, nonresponsibility of CONTRACTOR, and/or for any other reason authorized under this CONTRACT.

5.0 CONTRACT SUM (CONSIDERATION)

- 5.1 For the Term of this CONTRACT (Section 4 above), the Maximum Amount of this CONTRACT shall not exceed **\$INSERT .00** (and for such other additional amounts if authorized by written amendment to this CONTRACT). Any costs incurred to complete the Work (Section 3 above) in excess of the maximum not-to-exceed cost will be borne by the CONTRACTOR.
- 5.2 The CONTRACTOR shall not be entitled to payment or reimbursement for any Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in the Statement of Work (Attachment B) and Pricing Schedule (Attachment C). Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with SFVCOG's express prior written approval.
- 5.3 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this CONTRACT. Upon occurrence of this event, the CONTRACTOR shall send written notification to the SFVCOG Executive Director with a copy to SFVCOG COUNSEL at the addresses herein provided in sub paragraph 8.26 – Notices.

5.4 No Payment for any Work Performed Following Expiration/Termination of Contract

The CONTRACTOR shall have no claim against SFVCOG for payment of any money or reimbursement, of any kind whatsoever, for any Work provided by the CONTRACTOR after the expiration or other termination of this CONTRACT. Should the CONTRACTOR receive any such payment it shall immediately notify SFVCOG, and shall immediately repay all such funds. Payment by SFVCOG for Work performed after expiration/termination of this CONTRACT shall not constitute a waiver of SFVCOG's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

5.5 Invoices and Payments

- 5.5.1 During the Term, the CONTRACTOR shall invoice SFVCOG for performance of Work specified in Attachment B – Statement of Work. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR. Payment to CONTRACTOR shall be in arrears and based upon the approval and acceptance of Work as set forth in Attachment B – Statement of Work, not to exceed the amounts reflected in Attachment C – Pricing Schedule, provided that CONTRACTOR is not in default under any provision of this CONTRACT and has submitted a complete and accurate statement and evidence of payment due along with the invoice. SFVCOG's acceptance of completed Work shall not be unreasonably withheld. Only after SFVCOG has accepted the completed Work, in writing, shall SFVCOG pay CONTRACTOR for said completed Work. CONTRACTOR'S fees shall include all applicable taxes (excluding real property tax and income tax), and any additional taxes that are not included on the invoice remain the sole and exclusive responsibility and liability of the CONTRACTOR.
- 5.5.2 The CONTRACTOR's invoices for completed Work shall be priced in accordance with Attachment C – Pricing Schedule.
- 5.5.3 The CONTRACTOR's invoices (along with supporting statement and evidence of payment) shall contain the information set forth in Attachment B - Statement of Work, describing the completed Work for which payment is claimed.
- 5.5.4 The CONTRACTOR shall submit the monthly invoices to SFVCOG by **the 15th calendar day** of the month following the month of delivery of completed Work.
- 5.5.5 All invoices and supporting documentation (in each instance) under this CONTRACT shall be submitted in two (2) copies to SFVCOG.

- 5.5.6 All invoices submitted by the CONTRACTOR for payment must have the written approval of the SFVCOG Executive Director prior to any payment thereof. In no event shall SFVCOG be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.6.1 SFVCOG, at its sole discretion, has determined that the most efficient and secure default form of payment for completed Work performed under this CONTRACT is by Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by mutual agreement of SFVCOG and the CONTROLLER.

- 5.6.2 The CONTRACTOR shall submit a direct deposit authorization request to the CONTROLLER at [REDACTED] with banking and vendor information, and any other information that the CONTROLLER determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.6.3 At any time during the duration of this CONTRACT, the CONTRACTOR may submit a written request to both the CONTROLLER and to SFVCOG for an exemption to this payment method requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the CONTROLLER and SFVCOG is not feasible and an alternative is necessary. CONTROLLER and SFVCOG, in consultation with the CONTRACTOR, shall decide whether to mutually approve any exemption request.

6.0 ADMINISTRATION OF CONTRACT – SFVCOG

- 6.1 **SFVCOG Project Manager** – The SFVCOG Project Manager for this CONTRACT shall be the SFVCOG Executive Director, or designee. The SFVCOG Executive Director shall be responsible for monitoring and evaluating CONTRACTOR's performance in the daily operation of the CONTRACT and will provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this CONTRACT. All Work performed under this CONTRACT shall be subject to the approval of the SFVCOG Executive Director or designee. Specifically, for purposes of carrying out or exercising any term or condition of this CONTRACT, except as otherwise stated or as required by applicable law or BOARD action, any performance or action to be carried out by SFVCOG as stated in this CONTRACT will be carried out by the SFVCOG Executive Director or designee.
- 6.2 CONTRACT oversight/enforcement management will be performed by the SFVCOG Executive Director (or designee) with the support, where

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Grant Writing Services Agreement

needed, of SFVCOG COUNSEL, and/or the CONTROLLER. CONTRACT oversight/management includes, but may not be limited to, the following:

- 6.2.1 Monitor compliance with and implementation of the CONTRACT, including all Work, completion dates, timelines, invoiced dollar amounts, and completion of Work.
- 6.2.2 Monitor compliance with all applicable State and federal laws and regulations.
- 6.2.3 Notify CONTRACTOR when they can begin Work.
- 6.2.4 Notify the CONTROLLER when payments on invoices are authorized.
- 6.2.5 Monitor progress to ensure that Work is performed according to the quality, quantity, objectives, timeframes, and manner specified in the CONTRACT (e.g., review reports, invoices and other deliverables).
- 6.2.6 Determine when the Work has been completed to the satisfaction of SFVCOG. Verify that the CONTRACTOR has fulfilled all requirements of the CONTRACT before approving individual and final invoices.
- 6.2.7 Assess and initiate any needed CONTRACT amendments.
- 6.2.8 Review invoices to verify Work performed and costs claimed in accordance with the CONTRACT.
- 6.2.9 Dispute, where warranted, any invoices for payment.
- 6.2.10 Monitor CONTRACT expenditures and accounting practices to ensure there are sufficient funds to pay for all Work performed as required by the CONTRACT.
- 6.2.11 Monitor use and performance of all subcontractors and staff.
- 6.2.12 Fulfill, carry out and authorize any auditing, management or oversight responsibilities authorized by the CONTRACT terms to ensure CONTRACT provisions are satisfied.
- 6.2.13 Keep and maintain appropriate and complete records of all invoices, deliverables, CONTRACT documents, audits, reports, email communications, letters and Notices issued or received by or among all Parties.

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7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR Project Manager

- 7.1.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with SFVCOG Executive Director on a regular basis. The CONTRACTOR Project Manager for this CONTRACT shall be [REDACTED].
- 7.1.2 The CONTRACTOR shall notify the SFVCOG Executive Director in writing of any change in the name or address of the CONTRACTOR Project Manager.

7.2 Approval of CONTRACTOR's Staff

CONTRACTOR shall provide qualified personnel to perform the Work as set out in the Statement of Work (Attachment B). SFVCOG has the absolute right to approve or disapprove any or all of the CONTRACTOR's staff or subcontractors performing Work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR Project Manager and subcontractors.

7.3 Background and Security Investigations

- 7.3.1 At any time prior to or during the Term of this CONTRACT, SFVCOG may require that all CONTRACTOR's staff (including subcontractors) performing Work under this CONTRACT undergo and pass, to the satisfaction of SFVCOG, a background investigation, as a condition of beginning and continuing to Work under this CONTRACT. SFVCOG shall use its discretion in determining the method of background clearance to be used, up to and including a fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.
- 7.3.2 SFVCOG may request that the CONTRACTOR's staff or subcontractors be immediately removed from working on this CONTRACT at any time during the Term. SFVCOG will not provide to the CONTRACTOR nor to the CONTRACTOR's staff any information obtained through any SFVCOG or third party conducted background clearance.
- 7.3.3 SFVCOG may immediately, at the sole discretion of the SFVCOG Executive Director, deny or terminate facility access to the CONTRACTOR's staff or subcontractors that do not pass such investigation(s) to the satisfaction of the SFVCOG whose background or conduct is incompatible with SFVCOG facility access.

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- 7.3.4 Disqualification, if any, of the CONTRACTOR's staff or subcontractors, pursuant to this sub-paragraph 7.3, shall not relieve the CONTRACTOR of its obligation to complete all Work in accordance with the terms and conditions of this CONTRACT.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Any amendment to this CONTRACT, including as set forth in Paragraph 4.0 - Term of this CONTRACT, may be allowed only after approval in open session by the SFVCOG BOARD, and must also be fully executed by all Parties to this CONTRACT, and approved as to form by SFVCOG COUNSEL.
- 8.1.2 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the SFVCOG Executive Director; the SFVCOG Executive Director or designee may accept or reject CONTRACTOR's written notification and request.

8.2 ASSIGNMENTS AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The CONTRACTOR shall notify SFVCOG Executive Director (with copy to SFVCOG COUNSEL) of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the CONTRACTOR is restricted from legally notifying SFVCOG of pending acquisitions/mergers, then it will notify SFVCOG of the actual acquisitions/mergers as soon as the law allows and provide to SFVCOG the legal framework that restricted it from notifying SFVCOG prior to the actual acquisitions/mergers.
- 8.2.2 The CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, whether in whole or in part, without the prior written consent of the SFVCOG BOARD, which is in its sole discretion to grant or not. Any attempted assignment or delegation without such written consent shall be null and void. For purposes of this sub-paragraph, SFVCOG consent shall require a written amendment to the CONTRACT that is first approved in open session by the BOARD, and formally approved and executed by all the Parties, subject to review as to form by SFVCOG COUNSEL. Any payments by SFVCOG to any approved delegate or assignee on any claim under this CONTRACT shall be deductible, at SFVCOG's sole discretion, against the claims, which the CONTRACTOR may have against SFVCOG.

- 8.2.3 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of the full execution of this CONTRACT by CONTRACTOR, then such disposition is an assignment requiring a written CONTRACT amendment in accordance with all applicable provisions of this CONTRACT.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without SFVCOG's express prior written approval, shall be a material breach of the CONTRACT which may result in the termination of this CONTRACT, as solely determined by SFVCOG. In the event of such termination, SFVCOG shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this CONTRACT for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this CONTRACT and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 COMPLIANCE WITH APPLICABLE LAW

- 8.4.1 The CONTRACTOR shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this CONTRACT are hereby incorporated herein by reference.
- 8.4.2 The CONTRACTOR shall indemnify and hold harmless SFVCOG and the County of Los Angeles from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.5 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied, the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

8.6 CONFLICT OF INTEREST

- 8.6.1 No SFVCOG or County of Los Angeles employee whose position of employment enables such employee to influence the award, execution, amendment or drafting of this CONTRACT or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this CONTRACT. No officer or employee of the CONTRACTOR who may financially benefit from the performance of Work hereunder shall in any way participate in SFVCOG's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence SFVCOG's approval or ongoing evaluation of such Work.
- 8.6.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the Term of this CONTRACT. The CONTRACTOR warrants that for itself it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, then it shall immediately make full written disclosure of such facts to SFVCOG and SFVCOG COUNSEL. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this CONTRACT.

8.7 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 8.7.1 Responsible CONTRACTOR
- A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. SFVCOG intends to only conduct business with trustworthy and responsible contractors.

8.7.2 Non-responsible CONTRACTOR

The SFVCOG BOARD may debar a CONTRACTOR if the BOARD finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the SFVCOG or a nonprofit corporation created by SFVCOG, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with SFVCOG, any other public entity, or a nonprofit corporation created by SFVCOG, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against or to SFVCOG or any other public entity.

8.7.2.1 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of CONTRACTOR.

8.8 SFVCOG'S QUALITY ASSURANCE PLAN

SFVCOG or its agent will evaluate CONTRACTOR's performance under this CONTRACT on not less than a quarterly basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies which SFVCOG determines are severe or continuing and that may place performance of the CONTRACT in jeopardy if not corrected, will be reported to the BOARD. The report will include improvements/corrective action measures taken by SFVCOG and/or CONTRACTOR. If improvement does not occur consistent with the corrective action measures, SFVCOG may terminate this CONTRACT or impose or seek other penalties as specified in this CONTRACT.

8.9 DAMAGE TO SFVCOG FACILITIES, BUILDINGS OR GROUNDS

- 8.9.1 With respect to all facilities, buildings or grounds used, operated, leased or owned by SFVCOG, the CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to said facilities, buildings, or grounds caused by the CONTRACTOR or employees, subcontractors or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.9.2 If the CONTRACTOR fails to make timely repairs, SFVCOG may make any necessary repairs. All costs incurred by SFVCOG, as determined by SFVCOG, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.10 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.10.1 The CONTRACTOR represents, warrants and agrees that it will fully comply at all times with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this CONTRACT meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.10.2 The CONTRACTOR shall indemnify, defend, and hold harmless, SFVCOG and the County of Los Angeles, its/their respective agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or SFVCOG or the County of Los Angeles or any of them in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work under this CONTRACT.

8.11 COUNTERPARTS; FACSIMILE REPRESENTATIONS

This CONTRACT 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 CONTRACT. 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 the CONTRACT or any authorized amendment thereto and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to this CONTRACT and any and all authorized amendment thereto.

8.12 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless SFVCOG and the County of Los Angeles, and its/their respective agents, officers, and employees from any and all liability,

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including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for Work performed by the CONTRACTOR's employees for which SFVCOG or the County of Los Angeles may be found jointly or each solely liable.

8.13 FORCE MAJEURE

- 8.13.1 No Party shall be liable for such Party's failure to perform its obligations under and in accordance with this CONTRACT, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such Party or any of such Party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such Party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.13.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the reasonable control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be offered or performed by the subcontractor was obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule set out in the Statement of Work (Attachment B). As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.13.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.14 GOVERNING LAW, JURISDICTION, AND VENUE

This CONTRACT shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this CONTRACT and further agrees and consents that venue of any action brought hereunder shall be exclusively in Los Angeles County.

8.15 INDEPENDENT CONTRACTOR STATUS

- 8.15.1 This CONTRACT is by and between SFVCOG and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between or among any of the Parties. The employees and agents of one Party shall not be, or be construed to be, the employees or agents of the other Party for any purpose whatsoever.
- 8.15.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to this CONTRACT all compensation and benefits. SFVCOG, the County of Los Angeles, and the City of Los Angeles shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.15.3 The CONTRACTOR understands and agrees that all persons performing Work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of any other Party. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of the CONTRACTOR pursuant to this CONTRACT.
- 8.15.4 The CONTRACTOR shall adhere to the provisions stated in sub-paragraph 8.27 – Confidentiality and Security.

8.16 INDEMNIFICATION

8.16.1 CONTRACTOR INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless SFVCOG, the City of Los Angeles and the County of Los Angeles, and each of its and their elected and appointed officers, employees, agents and volunteers (collectively and each the “**SFVCOG Indemnitees**”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this CONTRACT, except for such loss or damage arising from the sole gross negligence or willful misconduct of the SFVCOG Indemnitees.

8.17 GENERAL INSURANCE REQUIREMENTS FOR CONTRACTOR

Without limiting CONTRACTOR's indemnification of SFVCOG, the City of Los Angeles or the County of Los Angeles, and in the performance of this

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CONTRACT, and until all of its obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in sub-paragraphs 8.17 and 8.18 of this CONTRACT. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this CONTRACT. SFVCOG in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this CONTRACT.

8.17.1 Evidence of Coverage and Notice to SFVCOG

A certificate(s) of insurance coverage ("Certificate") satisfactory to SFVCOG, and a copy of an Additional Insured endorsement confirming SFVCOG, the City of Los Angeles, the County of Los Angeles and each of its and their respective Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to SFVCOG at the address shown below and provided prior to commencing the Work under this CONTRACT.

Renewal Certificates shall be provided to SFVCOG not less than 10 days prior to CONTRACTOR's policy expiration dates. SFVCOG reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this CONTRACT by name or number, and be signed by an authorized representative of the insurer(s). The Insured Party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting Party in this CONTRACT. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any SFVCOG required endorsement forms.

Neither SFVCOG's failure to obtain, nor SFVCOG's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the SFVCOG Executive Director or designee with a copy to SFVCOG COUNSEL.

CONTRACTOR also shall promptly report to SFVCOG any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on property used, operated, leased

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or owned by SFVCOG, and any loss, disappearance, destruction, misuse, or theft of said property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify SFVCOG of any third-party claim or suit filed against CONTRACTOR or any of its subcontractors which arises from or relates to this CONTRACT, or that could result in the filing of a claim or lawsuit against CONTRACTOR and/or SFVCOG, the City of Los Angeles or the County of Los Angeles.

8.17.2 Additional Insured Status and Scope of Coverage

The San Fernando Valley Council of Governments, the City of Los Angeles, and the County of Los Angeles and each of their respective Elected Officials, Officers, Agents, Employees and Volunteers (collectively "SFVCOG and its Agents") shall be provided additional insured status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed under the CONTRACT. SFVCOG and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to SFVCOG or its Agents. The full policy limits and scope of protection also shall apply to SFVCOG and its Agents as an additional insured, even if they exceed SFVCOG's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.17.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide SFVCOG with, or CONTRACTOR'S insurance policies shall contain a provision that SFVCOG shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to SFVCOG at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the CONTRACT, in the sole discretion of SFVCOG, upon which SFVCOG may suspend or terminate this CONTRACT.

8.17.4 Failure to Maintain Insurance

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the CONTRACT, upon which SFVCOG immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this CONTRACT. SFVCOG, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, SFVCOG or its Agents may purchase the Required Insurance, and

without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

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8.17.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to SFVCOG or its Agents with A.M. Best ratings of not less than A:VII unless otherwise approved by SFVCOG.

8.17.6 Contractor's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this CONTRACT, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any SFVCOG maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

8.17.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against SFVCOG and its Agents under all the Required Insurance for any loss arising from or relating to this CONTRACT. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.17.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide SFVCOG with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name SFVCOG and its Agents, as well as CONTRACTOR, as additional insureds on the subcontractor's General Liability policy. CONTRACTOR shall obtain SFVCOG's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.17.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the SFVCOG to pay any portion of any CONTRACTOR deductible or self-insured retention ("SIR"). SFVCOG retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects SFVCOG, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by

a corporate surety licensed to transact business in the State of California.

8.17.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this CONTRACT. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following CONTRACT expiration, termination or cancellation.

8.17.11 Application of Excess Liability Coverage:

CONTRACTOR may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.17.12 Separation of Insureds

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.17.13 Alternative Risk Financing Programs

SFVCOG reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. SFVCOG and its Agents shall be designated as an Additional Covered Party under any approved program.

8.17.14 SFVCOG Review and Approval of Insurance Requirements

SFVCOG reserves the right to review and adjust the Required Insurance provisions, conditioned upon SFVCOG's determination of changes in risk exposures.

8.18 INSURANCE COVERAGE REQUIREMENTS

- 8.18.1** Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming SFVCOG and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

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- 8.18.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this CONTRACT, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- 8.18.3 Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming SFVCOG as the Alternate Employer, and the endorsement form shall be modified to provide that SFVCOG will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.18.4 Professional Liability/Errors and Omissions Insurance covering CONTRACTOR's liability arising from or related to this CONTRACT, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this CONTRACT's expiration, termination or cancellation.
- 8.18.5 During the Term, CONTRACTOR shall carry Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR under this CONTRACT and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information misuse or or unlawful release of personally identifiable information, theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

8.19 LIQUIDATED DAMAGES

- 8.19.1 If, in the judgment of SFVCOG's Executive Director or designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the SFVCOG Executive Director, or designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for Work not performed. A description of the Work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from SFVCOG, will be forwarded to the CONTRACTOR by the SFVCOG Executive Director or designee, in a written notice describing the reasons for said action.
- 8.19.2 If SFVCOG's Executive Director or designee determines that there are deficiencies in the performance of this CONTRACT that are deemed correctable by the CONTRACTOR over a certain time span, the SFVCOG Executive Director or designee will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the SFVCOG Executive Director or designee may: (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly CONTRACT Sum; and/or (b) Deduct liquidated damages. The Parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The Parties hereby agree that under the current circumstances a reasonable estimate of such damages is \$500 per day per infraction and that the CONTRACTOR shall be liable to SFVCOG for liquidated damages in said amount. Said amount shall be deducted from SFVCOG's payment to the CONTRACTOR; and/or (c) Upon giving five (5) days' notice to the CONTRACTOR for failure to correct the deficiencies, SFVCOG may correct any and all deficiencies and the total costs incurred by SFVCOG for completion of the Work by an alternate source, whether it be SFVCOG forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from SFVCOG, as determined by SFVCOG.
- 8.19.3 The actions noted in sub-paragraph 8.19 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover SFVCOG cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this CONTRACT.
- 8.19.4 This sub-paragraph shall not, in any manner, restrict or limit SFVCOG's right to damages for any breach of this CONTRACT provided by law or as specified elsewhere in this CONTRACT,

and shall not, in any manner, restrict or limit SFVCOG's right to terminate this CONTRACT as agreed to herein.

8.20 APPROVAL OF WORK

All Work performed by CONTRACTOR is subject to the written approval of SFVCOG's Executive Director or designee. Approval or rejection of Work will not be unreasonably withheld by SFVCOG.

8.21 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.21.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
- 8.21.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.21.3 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.21.4 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.
- 8.21.5 The CONTRACTOR shall allow SFVCOG representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of sub-paragraph 8.21 when so requested by SFVCOG.

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- 8.21.6 If SFVCOG finds that any provisions of sub-paragraph 8.21 have been violated, such violation shall constitute a material breach of this CONTRACT upon which SFVCOG may terminate or suspend this CONTRACT. While SFVCOG reserves the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by SFVCOG that the CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.

8.22 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This CONTRACT shall not restrict SFVCOG from acquiring similar, equal or like goods and/or services from other entities or sources.

8.23 NOTICE OF DELAYS

Except as otherwise provided under this CONTRACT, when any Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that Party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other Party.

8.24 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the SFVCOG Executive Director any dispute between SFVCOG and the CONTRACTOR regarding performance or obligations under this CONTRACT.

8.25 NOTICES

- 8.25.1 Notices required or permitted to be given under the terms of this CONTRACT or by any law now or hereafter in effect may, at the option of the Party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the Party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to SFVCOG shall be addressed to:

Name: _____

_____, CA 9 _____

Telephone: _____

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Grant Writing Services Agreement

Email: _____

With copy to SFVCOG COUNSEL
as follows:

The Office of County Counsel
County of Los Angeles
INSERT _____

The notices and envelopes containing same to CONTRACTOR
shall be addressed to:

Name: _____

(Telephone No.) _____

The notices and envelopes containing same to CONTROLLER
shall be addressed to:

INSERT _____

- 8.25.2. In the event of suspension or termination of this CONTRACT, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

8.26 CONFIDENTIALITY AND SECURITY

- 8.26.1 CONTRACTOR shall maintain the confidentiality of all its/their respective records, including but not limited to billing, SFVCOG records, case records and patient records, materials, documents, data, and/or other information received, obtained, transmitted, personally identifiable information, and/or produced under the provisions of this CONTRACT ("SFVCOG's Confidential Information") in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality, including without limitation, SFVCOG policies, if any, concerning information technology security and the protection of confidential records and information. CONTRACTOR shall not disclose to any person or entity any information identifying, characterizing, or relating to any trait, feature, function, risk, threat, vulnerability, weakness, or problem regarding any data or system security in SFVCOG'S computer system(s) nor any safeguard, counter-measure, contingency plan, policy, or procedure for any data or system security contemplated or implemented by SFVCOG, without SFVCOG'S prior written approval. The CONTRACTOR shall comply with applicable security policies, procedures and requirements as set forth in this CONTRACT. CONTRACTOR shall inform all of its officers, employees, agents and

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subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached Consultant Employee Acknowledgment and Confidentiality Agreement (Attachment E). As a condition of providing subcontractor services under this CONTRACT, all subcontractors of CONTRACTOR must sign and adhere to the attached Consultant non-Employee Acknowledgment and Confidentiality Agreement (Attachment F). These Confidentiality Agreements shall be filed in CONTRACTOR's personnel records for employees agents and subcontractors and CONTRACTOR shall provide a copy to SFVCOG upon request.

8.26.2 Information Security Requirements

- a) **Data Encryption.** CONTRACTOR and its authorized subcontractors that electronically transmit or store personal information ("PI"), credit card information, bank account or other financial information, protected health information ("PHI"), and/or medical information ("MI") shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and implementing regulations. MI is defined in California Civil Code Section 56.05(j). The Payment Card Industry Data Security Standard (PCI DSS) shall also apply.
 - (i) **Stored Data.** CONTRACTOR's and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.
 - (ii) **Transmitted Data.** All transmitted (e.g. network) SFVCOG PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL)

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is minimally required with minimum cipher strength of 128-bit.

- (iii) Certification. SFVCOG must receive within ten (10) business days of its request, a certification from CONTRACTOR (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, CONTRACTOR shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the CONTRACT. Failure on the part of the CONTRACTOR to comply with any of the provisions of this Sub-paragraph 8.26.2 (Data Encryption) shall constitute a material breach of this CONTRACT upon which SFVCOG may terminate or suspend this CONTRACT.
- b) **Security Incident.** A "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or interference with system operations in an information system, as such term is defined in 45 C.F.R. § 164.304.
 - (i) CONTRACTOR will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated SFVCOG security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.
 - (ii) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - (iii) CONTRACTOR will each provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to SFVCOG security representative on or before the first (1st) week of each calendar month. SFVCOG or its third-party designee may, but is not obligated, perform audits and security tests of CONTRACTOR's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized

destruction of PI and SFVCOG Confidential Information.

- (iv) SFVCOG reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which CONTRACTOR has undertaken on its behalf to assess CONTRACTOR's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the SFVCOG security contact.

8.26.3 Return of Confidential Information

On SFVCOG's written request or upon expiration or termination of this CONTRACT for any reason, CONTRACTOR will promptly: (a) return or destroy, at SFVCOG's option, all originals and copies of all documents and materials it has received containing SFVCOG's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this CONTRACT; and (c) deliver or destroy, at SFVCOG's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by CONTRACTOR or, prepared under its direction, or at its request, from the documents and materials referred to in sub-paragraph 8.26, and provide a notarized written statement to SFVCOG certifying that all documents and materials referred to in Subsection 8.26 have been delivered to SFVCOG or destroyed, as requested by SFVCOG.

8.27 PUBLIC RECORDS ACT

- 8.27.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with SFVCOG's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.29 - Record Retention and Inspection/Audit Settlement of this CONTRACT; as well as any documents which were required to be submitted in response to a Request for Proposals (RFP) if used in the solicitation process for this CONTRACT, become the exclusive property of SFVCOG. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". SFVCOG shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is

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required by law, or by an order issued by a court of competent jurisdiction.

- 8.27.2 In the event SFVCOG is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR each agree to defend and indemnify SFVCOG from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.28 PUBLICITY

- 8.28.1 The CONTRACTOR shall not disclose any details in connection with this CONTRACT to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the SFVCOG shall not inhibit the CONTRACTOR from publishing its role under this CONTRACT within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the Term of this CONTRACT, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of SFVCOG without the prior written consent of the SFVCOG's Executive Director. SFVCOG shall not unreasonably withhold written consent.

- 8.28.2 The CONTRACTOR may, without the prior written consent of SFVCOG, indicate in its proposals and sales materials that it has been awarded this CONTRACT with SFVCOG, provided that the requirements of this sub-paragraphs 8.28 and 8.29 shall apply.

8.29 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. The CONTRACTOR agrees that SFVCOG, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this CONTRACT. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment,

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timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to SFVCOG during the Term of this CONTRACT and for a period of five (5) years thereafter unless the SFVCOG's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at SFVCOG's option, the CONTRACTOR shall pay SFVCOG for travel, per diem, and other costs incurred by SFVCOG to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.29.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with SFVCOG's authorized representative(s) within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, SFVCOG shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.29.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.29 shall constitute a material breach of this CONTRACT upon which SFVCOG may terminate or suspend this CONTRACT.

8.29.3 If, at any time during the Term of this CONTRACT or within five (5) years after the expiration or termination of this CONTRACT, representatives of SFVCOG conduct an audit of the CONTRACTOR regarding the Work performed under this CONTRACT, and if such audit finds that SFVCOG's dollar liability for any such Work is less than payments made by SFVCOG to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to SFVCOG by cash payment upon demand or b) at the sole option of the SFVCOG BOARD, deducted from any amounts due to the CONTRACTOR from SFVCOG, whether under this CONTRACT or otherwise. If such audit finds that SFVCOG's dollar liability for such Work is more than the payments made by SFVCOG to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by SFVCOG by cash payment, provided that in no event shall SFVCOG's maximum obligation for this CONTRACT exceed the funds set aside by SFVCOG for the purpose of this CONTRACT.

8.30 SUBCONTRACTING

8.30.1 The requirements of this CONTRACT may not be subcontracted by the CONTRACTOR without the advance written approval of

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SFVCOG. Any attempt by the CONTRACTOR to subcontract without first obtaining prior written approval and the prior consent of the SFVCOG may be deemed a material breach of this CONTRACT. For purposes of this CONTRACT, the following subcontractors are authorized for use by CONTRACTOR:

INSERT (if any)

- 8.30.2 For any subcontractors that CONTRACTOR proposes to use or who have been authorized for use as noted above, the CONTRACTOR shall provide the following information promptly to SFVCOG:
- A description of the Work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the SFVCOG.
- 8.30.3 The CONTRACTOR shall indemnify and hold SFVCOG, the City of Los Angeles and the County of Los Angeles harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the CONTRACTOR employees.
- 8.30.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that the CONTRACTOR has determined to subcontract, notwithstanding SFVCOG's approval of the CONTRACTOR's proposed subcontract.
- 8.30.5 SFVCOG's consent to subcontract shall not waive SFVCOG's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this CONTRACT. The CONTRACTOR is responsible to notify its subcontractors of this SFVCOG right.
- 8.30.6 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding SFVCOG's consent to subcontract.
- 8.30.7 CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide SFVCOG with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this CONTRACT.

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8.31 TERMINATION FOR CONVENIENCE

- 8.31.1 This CONTRACT may be terminated, in whole or in part, from time to time, when such action is deemed by SFVCOG, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.31.2 After receipt of a notice of termination and except as otherwise directed by SFVCOG, the CONTRACTOR shall:
- Stop Work under this CONTRACT on the date and to the extent specified in such notice, and
 - Complete performance of such part of the Work as shall not have been terminated by such notice.
- 8.31.3 After receipt of the Notice of Termination, CONTRACTOR shall submit to SFVCOG, in the form and with the certifications as may be prescribed by SFVCOG, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, SFVCOG may determine, on the basis of information available to SFVCOG, the amount, if any, due to CONTRACTOR with respect to the termination and such determination shall be final. After such determination is made, SFVCOG shall pay CONTRACTOR the amount so determined.
- 8.31.4 Subject to the provisions of subparagraphs 8.31.1 and 8.31.2, above, SFVCOG and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of Work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on Work done but shall not include an allowance on Work terminated. SFVCOG shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this CONTRACT as reduced by the amount of payments otherwise made and as further reduced by the contract price of Work not terminated.
- 8.31.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this CONTRACT shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.29, Record Retention & Inspection/Audit Settlement.

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8.32 TERMINATION FOR DEFAULT

8.32.1 SFVCOG may, by written notice to the CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of the SFVCOG Executive Director:

- CONTRACTOR has materially breached this CONTRACT; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any Work required either under this CONTRACT; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as SFVCOG may authorize in writing) after receipt of written notice from SFVCOG specifying such failure.

8.32.2 In the event that SFVCOG terminates this CONTRACT in whole or in part as provided in sub-paragraph 8.32.1, SFVCOG may procure, upon such terms and in such manner as SFVCOG may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to SFVCOG for any and all excess costs incurred by SFVCOG, as determined by SFVCOG, for such similar goods and services. The CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this sub-paragraph.

8.32.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.32.2 if its failure to perform this CONTRACT arises out of causes beyond the reasonable control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of SFVCOG in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the reasonable control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule as set out in the Statement of Work

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(Attachment B). As used in this paragraph 8.32, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.32.4 If, after SFVCOG has given notice of termination under the provisions of this paragraph 8.32, it is determined by SFVCOG that the CONTRACTOR was not in default under the provisions of this paragraph 8.32, or that the default was excusable under the provisions of sub-paragraph 8.32.3, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to paragraph 8.32 - Termination for Convenience.
- 8.32.5 The rights and remedies of SFVCOG provided in this paragraph 8.32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.33 TERMINATION FOR IMPROPER CONSIDERATION

- 8.33.1 SFVCOG may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any SFVCOG officer, employee, or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment, or extension of this CONTRACT or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, SFVCOG shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 8.33.2 The CONTRACTOR shall immediately report any attempt by a SFVCOG officer or employee to solicit such improper consideration. The report shall be made either to the SFVCOG Executive Director charged with the supervision of the employee or to SFVCOG COUNSEL.
- 8.33.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.34 TERMINATION FOR INSOLVENCY

- 8.34.1 The SFVCOG may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:
- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of

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business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.34.2 The rights and remedies of SFVCOG provided in this paragraph 8.34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.35 TERMINATION FOR NONAPPROPRIATION OF FUNDS OR TERMINATION OF FUNDING AGREEMENT

Notwithstanding any other provision of this CONTRACT, SFVCOG shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this CONTRACT during any of SFVCOG's future fiscal years unless and until the SFVCOG BOARD funds for this CONTRACT in SFVCOG's budget for each such future fiscal year. In the event that funds are not appropriated or set aside for this CONTRACT, then this CONTRACT shall terminate as of June 30 of the last fiscal year for which funds were appropriated or available. SFVCOG shall notify the CONTRACTOR in writing of any such non-allocation or unavailability of funds at the earliest possible date. In addition, SFVCOG shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this CONTRACT for any period of time after the expiration, termination or cancellation of the Funding Agreement (HI-23-007).

8.36 VALIDITY

If any provision of this CONTRACT or the application thereof to any person or circumstance is held invalid, the remainder of this CONTRACT and the application of such provision to other persons or circumstances shall not be affected thereby.

8.37 WAIVER

No waiver by SFVCOG of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach or of such provision. Failure of SFVCOG to enforce at any time, or from time to time, any provision of this CONTRACT shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

8.38 WARRANTY AGAINST CONTINGENT FEES

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8.38.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.38.2 For breach of this warranty, SFVCOG shall have the right to terminate this CONTRACT and, at its sole discretion, deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.39 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from SFVCOG personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this CONTRACT are confidential to and are solely the property of SFVCOG. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph shall survive the expiration or other termination of this CONTRACT.

8.40 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the Term of this CONTRACT, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this CONTRACT, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the Term of this CONTRACT, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

8.41 STANDARD PROVISIONS

The CONTRACTOR must comply with the Standard Provisions for City Contracts (Rev. 9/22 [v.1]), attached to this Agreement as Attachment A and incorporated herein by reference.

8.42 SURVIVAL

Those terms and conditions which by their nature should survive termination, cancellation or expiration of this CONTRACT shall so survive, including but not limited to Paragraphs 2 and 8, inclusive.

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Grant Writing Services Agreement

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////SIGNATURES FOLLOW ON NEXT PAGES(S)////

IN WITNESS THEREOF, SFVCOG has caused this CONTRACT to be executed by the Executive Director; and, CONTRACTOR has caused this CONTRACT to be executed by its duly authorized representative.

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS (SFVCOG):

By: _____
John Bwarie
Executive Director

Date: _____

CALIFORNIA CONSULTING, INC. (CONTRACTOR)

By: _____
(CONTRACTOR Signature)
(CONTRACTOR Name/Firm Name)

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel
County of Los Angeles

By: _____
Deputy County Counsel

Date: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

INSERT

ATTACHMENT B

CONTRACTOR Statement of Work

INSERT

ATTACHMENT C

CONTRACTOR Pricing Schedule

INSERT

ATTACHMENT D

Funding Agreement HI-23-007

INSERT

ATTACHMENT E

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**CONSULTANT EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer California Consulting, Inc. ("Consultant") has entered into a CONTRACT with SFVCOG to provide various services to SFVCOG. Therefore, we need your signature on this consultant employee acknowledgment and confidentiality agreement ("Agreement").

Employer Acknowledgment

I understand that my employer California Consulting, Inc. is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of SFVCOG or the County of Los Angeles for any purpose and that I do not have and will not acquire any rights or benefits of any kind from SFVCOG or the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any CONTRACT by, between and among my employer and SFVCOG.

_____ (Initial and date)

Confidentiality Agreement

As an employee of California Consulting, Inc., you may be involved with work pertaining to SFVCOG, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by or who represent SFVCOG. SFVCOG has a legal obligation to protect all confidential data in its possession, especially data concerning financial, personal, health, criminal and welfare recipients as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the benefit of SFVCOG.

Please read the following terms and conditions and take due time to consider it prior to signing.

**Consultant Employee Acknowledgment And
Confidentiality Agreement**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing any work or services pursuant to the SFVCOG CONTRACT.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

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Grant Writing Services Agreement

“ . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . ”

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

“ . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . ”

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the SFVCOG Executive Director identified in the CONTRACT. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work or services, whichever occurs first.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that SFVCOG and/or my employer may seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

ATTACHMENT F

CONSULTANT NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Consultant Name: California Consulting, Inc., a California corporation ("Consultant")

Contract Name: SFVCOG Grant Writing Services Agreement ("CONTRACT")

Non-Employee Name _____

GENERAL INFORMATION:

The Consultant referenced above has entered into a CONTRACT with the Los Angeles County Affordable Housing Solutions Agency ("SFVCOG") to provide certain services to SFVCOG. SFVCOG requires your signature on this Consultant NonEmployee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Consultant referenced above has exclusive control for purposes of the above-referenced CONTRACT. I understand and agree that I must rely exclusively upon the Consultant referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced CONTRACT.

I understand and agree that I am not an employee of SFVCOG for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from SFVCOG by virtue of my performance of work under the above-referenced CONTRACT. I understand and agree that I do not have and will not acquire any rights or benefits from SFVCOG pursuant to any agreement between any person or entity and SFVCOG.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced CONTRACT is contingent upon my passing, to the satisfaction of SFVCOG, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of SFVCOG, any such investigation shall result in my immediate release from performance under this and/or any future contract or agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by SFVCOG or its agents, officers or employees and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from SFVCOG. In addition, I may also have access to proprietary information supplied by other vendors doing business with SFVCOG. SFVCOG has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning financial, health, criminal, and welfare recipient records. I understand that if I am involved in any SFVCOG work or activities, then SFVCOG must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Consultant for SFVCOG. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT. I agree to forward all requests for the release of any data or information received by me to the above-referenced Consultant.

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Grant Writing Services Agreement

I agree to keep confidential all financial, personal, health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from, by or through SFVCOG, design concepts, algorithms, programs, formats, documentation, Consultant proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced CONTRACT. I agree to protect these confidential materials against disclosure to other than the above-referenced Consultant or SFVCOG employees, agents or representatives who have a need to know the information. I agree that if proprietary information supplied by other SFVCOG vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Consultant any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Consultant upon completion of the CONTRACT or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

PRINTED NAME: _____

POSITION: _____

DATE: _____

ATTACHMENT G
RESPONSE TO REQUEST FOR PROPOSAL
Homeless Services Grant Writer

Submitted: December 21, 2023

California Consulting 214
Main Street, Suite 102 El
Segundo, CA 90245
(323) 728-9002
www.californiaconsulting.org

December 21, 2023

San Fernando Valley Council of Governments
Attn: John Bwarie, Executive Director
10945 Burbank Blvd.
North Hollywood CA 91601

Dear Mr. Bwarie,

California Consulting, Inc. is pleased to provide this response to the Request for Proposal for Homeless Services Grant Writer and to introduce our Project Management Team to the San Fernando Valley Council of Governments.

Founded in 2004, California Consulting, Inc., is the largest grant writing firm in California and has developed expertise in representing municipalities and has extensive experience with federal, state, and local grant opportunities and CEQA and NEPA environmental regulations. **California Consulting grant team of over 30 grant writers have expert skills in effective and persuasive grant writing for Clients.** Our team has written over 1,450 competitive successful federal, state, and private foundation grant applications that have been awarded to our clients. We are honored to provide grant writing services state- wide to the County of Los Angeles, San Bernardino County, Kern County, San Benito County, Nevada County, and the cities of Brawley, Wildomar, Hemet, Needles, Artesia, Riverside, Ontario, Irwindale, Industry, Norwalk, Bell, Maywood, Baldwin Park, Santa Cruz, Berkeley, Monterey, Sausalito, Albany, Sebastopol, Newman, and to the Housing Authority of the County of Merced and San Bernardino among others.

California Consulting has secured over \$1.6 billion through the company's combined efforts as noted on our website www.californiaconsulting.org. Our aggressive, hard-working, and results-oriented style has translated into success for our clients. Our grant writers have developed municipal subject matter expertise in writing federal and state competitive applications as evidenced by our award-winning applications as noted on Exhibit 1.

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California Consulting's main office is located at 214 Main Street, Suite 102, El Segundo CA 90245. The Contact Person authorized to sign and bind the firm in the contract is Steve Samuelian, CEO. He may be reached at (323) 728-9002 or via email at steve@californiaconsulting.org. or, the contact person regarding this RFP is Dan Rodriguez, Director of Operations. He may be reached at (323) 728-9002 or dan@californiaconsulting.org.

We look forward to assisting the San Fernando Valley Council of Governments to achieve its grant funding goals.

Warmest Regards,
Steve Samuelian, CEO

Firm Profile

Founded in 2004, California Consulting has offices in Northern, Central and Southern California and is a proud sponsor of Municipal Management Association of Northern California (MMASC), California Management Foundation (CCMF), and League of California Cities. Steve Samuelian is the owner/founder of California Consulting. We currently have over 100 clients statewide consisting of 50 cities, over 40 school districts, special districts, non-profit, and private sector clients. We have 45 team members from Chico in the North to San Diego in the South. California Consulting continues to grow and the majority of our new clients come from referrals from existing clients. We have built a solid reputation by effectively communicating with our clients and working hard for them. California Consulting is the largest grant writing firm in California. We have secured over \$1.6 billion for our clients since inception through grant writing and governmental affairs efforts combined. California Consulting is a full-service grant writing firm. We are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted. California Consulting subscribes to a wide range of grant sites that allow us to track current and upcoming grants.

Based on California Consulting long standing experience writing homelessness award winning application as noted in Exhibit 1, our grant writer is prepared to provide professional services and work closely with the Executive Director of the SFVCOG. Our grant writer will utilize his/her own vehicle, office, cell phone, computer and software for SFVCOG business, and will identify private (philanthropic or corporate), state, and federal funding opportunities on behalf of SFVCOG and/or its member agencies and pursuing funding. Furthermore, our grant writer is prepared to work on other tasks such as, but not be limited to the following:

- Meet regularly with SFVCOG staff
- Report to the SFVCOG Board on progress, as requested
- Coordinate with SFVCOG member agencies' staff to gather information and insight to apply for grants
- Compile and submit a list of all applicable homeless and housing funding opportunities, inclusive of eligibility requirements and application timelines and process within sixty (60) days after the onboarding of a grant writing consultant

Grant Writing Services Agreement

- Coordinate and support the management and the submission of applications for funding in conjunction with member agencies, based on homeless working group interest with a least five (5) applications annually
- Successfully secure at least 50% of grants applied for annually (not including County funding) for housing and homelessness resources

Through years of experience, our grant writers have a proven track record of success and have mastered their skills of identifying, researching, and obtaining funding for significant projects at every level of government. Our aggressive, hard-working, and results-oriented style has translated into millions of dollars for our clients. Our grant writers are diligent and stay current on every Federal, State, and private grant available on a myriad of different topics and public policy areas. We have written over 1,460 competitive successful grant applications that have been awarded.

California Consulting is the leader in the grant writing industry and have set the standard for the following:

- Thorough knowledge of policy and subject matter grant writing expertise
- Collaborative team approach to grant writing for every client
- Grant advocacy for each client
- Extensive grant administration, grant management, and grant reporting/compliance experience.

California Consulting staff is experienced in all facets of grant research, grant writing, and grant management. We thoroughly understand our client's needs through open and continual communication. Our grant writers have almost 200 years of grant writing experience combined. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private level. California Consulting works collaboratively with our clients to create a strategy to identify funding opportunities that align with the client's needs, whether at the Federal, State, or Private Foundation level. California Consulting is committed to the following:

- Identifying client projects and pairing those projects with funding opportunities
- Developing quality grant applications
- Advocating for your grant application during the selection process
- Conducting professional grant reporting, administration, and post-award compliance.

California Consulting Staff meets via Zoom or Conference call with clients to conduct a needs assessment at the outset of the contract in order to identify the client's goals.

We are highly experienced and capable of arranging and attending any meetings on behalf of the SFVCOG. The California Consulting grant writer assigned to the SFVCOG will be the main point of contact. Our team will meet with the Staff immediately and continue to meet with Staff monthly to ensure an accurate

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and quality work product. As well, California Consulting will submit a written monthly report on the first week of each month to the SFVCOG to outline all activities conducted during the prior month.

Project Management Team

California Consulting will provide a grant writer that will work in collaboration with your staff to provide full grant writing services. The bios listed below include qualifications, background, relevant skills, and the number of years of experience in providing professional grant writing services (partial list).

Steve Samuelian, CEO has held various leadership posts during a career spanning over 37 years. Steve was born and raised in the L.A. area and began his political and civic involvement in Los Angeles in 1982. In January 1995, Steve was appointed as Field Director for Congressional District 19. He was later promoted to District Director overseeing the 19th Congressional District Office staff and District operations for the Congressional office, where he served in this capacity for 8 years. In 2002, Steve was elected to the California State Assembly representing the 29th Assembly District. He was appointed to the Assembly Appropriations Committee by the Speaker and served as the Vice-Chairman of the Assembly Elections and Redistricting Committee. Currently, Steve is elected to the Board of Directors of the L.A. County Business Federation (BizFed) where he is an elected Executive Committee Member serving as an Officer for one of the largest business organizations in the U.S. Additionally, Steve has been the recipient of several different awards from the L.A. County Business Federation (BizFed) including the “Ambassador of the Year” award in 2018. BizFed is one of the nation’s largest and most prominent business organizations with many Fortune 500 corporate members. In January 2019, Steve served as the Host Committee Chairman for the USC Sol Price School of Public Policy 90th Anniversary Gala at L.A. District Hall. The Price event was attended by hundreds of USC alumni, supporters, and several prominent elected officials. In 2017, Steve was asked to speak to Master’s Degree students at the UCLA Luskin School of Public Affairs and also moderated a panel sponsored by UCLA Luskin in 2016 dealing with the topic of Economic Development in L.A. County. In 2018, Steve was the recipient of an “Outstanding Achievement” award presented to him by the Consulate of the Republic of Armenia in Los Angeles. Steve has been a guest speaker for many associations (partial list) including League of California Cities, Independent Cities Association, Contract Cities Association, California School Board Association (CSBA) and Municipal Management Association of Northern California (MMANC) and others. Steve Samuelian founded California Consulting in 2004 the state’s largest grant writing company and the firm quickly established a reputation for hard work and a commitment to success for its clients.

Grant Writing Management Team

Danielle Sotello, Senior Grant Writer is a San Joaquin Valley native and brings over 10 years of experience in grant writing, grant administration and program development for public and private entities. Danielle is California Consulting’s Senior Project Manager and a San Joaquin Valley native with over 12 years of experience in grant writing, grant administration and program development for public and private entities. She has worked with California Consulting since 2008, and during this time she has helped to secure over \$18M in funding for California Consulting clients. She has drafted and submitted many successful grant applications for different sectors, but she most enjoys writing in the areas of public safety, motorized and non-motorized transportation, urban greening, alternative fuels infrastructure, and

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education. Ms. Sotelo prides herself in paying close attention to detail and has logged 250's of hours in project management.

She is committed to securing federal, state and local funding to spur environmentally and socially conscious community development both domestically and internationally. Ms. Sotelo holds a BA in International Studies with an emphasis in Political Science and a certificate in Dispute Resolution from Pepperdine University.

Ashley Ramsey, Senior Grant Writer has a Bachelor's of Science in Planning with an emphasis in Regional and Environmental Policy and Planning from the Massachusetts Institute of Technology. She has professional experience in health care administration, quality control and regulatory compliance for biologics, and early childhood education. Ashley also has experience in starting and operating an educational community service organization and a biotech firm. She uses her science and mathematics heavy background to bring quantifications and logic to her grant proposals yielding incredible success. Ashley loves learning the intricacies of projects and programs to form the basis of her persuasive narratives.

David Marquez, Senior Grant Writer has been with California Consulting for over 10 years. He is focused on developing capacity building and community development-related services on behalf of nonprofit agencies, local government, and the private sector to serve the diverse communities of Los Angeles. He has extensive experience and familiarity in the area of community and economic development, social and health services, and planning and land use issues. He has combined his knowledge of varied issues with his experience in policy development, coalition building, grant management, fund development, and local government to develop both strategies for issue-oriented advocacy and program sustainability for his clients. David served as Chief Deputy of Legislation and Policy for former Los Angeles Councilmember Mike Hernandez, where he managed the legislative and planning staff. He began his career as a community organizer, over twenty years ago in East Los Angeles. He graduated from the University of La Verne with a Bachelor of Arts in History and International Studies.

Grant Writing Team

At California Consulting, we operate using a collaborative team approach to grant writing and management projects. All individuals listed below are highly successful grant writers with an excellent track record. David Marquez, Senior Grant writer, manages all grant writing efforts and will assist the team whenever necessary.

Karen Simpson, Senior Grant Writer has been with California Consulting for over 7 years and has over 30 years of grant writing experience. She has served in municipal government for almost 30 years in the Cities of Los Angeles and Pomona. Ms. Simpson has garnered her grant-writing skills for federal and state funding opportunities from multiple communities and economic development programs. She has extensive knowledge and training in grant program management, grant research, grant writing, and post award program compliance. Ms. Simpson is skilled in building collaboration between community-based organizations, faith-based entities, educational entities, and social institutions, which resulted in Federal grant awards totaling \$10.4 million in less than seven years. She has written grants addressing economic development,

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housing improvement, and lead-hazard control. Ms. Simpson is also a grant consultant for non-profit organizations providing grant writing services, capacity building, and funding strategies to help meet needs in underserved neighborhoods.

Michelle Ferguson, Senior Grant Writer for California Consulting. Her grant writing expertise is built upon more than 20 years of writing and editing experience, primarily in journalism and in Colorado's nonprofit sector. Throughout her career in grant writing and management, Michelle has raised nearly \$9 million to benefit a wide spectrum of social causes ranging from improved student literacy levels to increasing equitable outcomes in healthcare for those uninsured and underinsured. Michelle functions as lead liaison and manages client portfolios, thereby incorporating any changes or edits communicated by clients in order to effectively bring their interests and goals to the forefront. Whether corporate, foundation, or first-time funders, Michelle excels at cultivating partnerships with private and public sources to spearhead impactful change that is further bolstered by the power of the community.

Wil Flores, Grant Writer, brings over 10 years of experience to California Consulting. Wil was raised in South Los Angeles and attended California State University Fullerton where he received his Bachelor's Degree in Political Science and Master's Degree in Public Administration. Wil has extensive experience in securing workforce development grants for schools (Perkins, Strong WorkForce). Wil also has experience with workforce development programming including designing a workforce program funded through The Hire Youth LA initiative and developing an advisory committee to place high school aged youth in paid internships. Wil currently serves as the Grant Manager for The Catalina Island Conservancy where he works closely with The Conservation Corps of Long Beach to provide workforce development opportunities for Corps members on Catalina Island. Wil has also worked closely with multiple municipalities to submit housing and homeless grants at the state and federal level.

Karen Leventhal, Grant Writer has over 10 years of experience. She has grant writing specialties are community and economy development, human rights, substance abuse prevention, developmental disability, emergency preparedness, gender-based sexual violence, diversity and inclusion, national service and volunteerism, community organizing, job placement, and workforce development, emergency preparedness, COVID-19, starts ups, technology, entrepreneurship, social enterprise, sustainability (green), faith-based initiatives, farming and agriculture, housing and homelessness, food insecurity, supply chain, social responsibility, biotech, information and communications technology, youth leadership and development, health and much more. With intimate knowledge of how Grantmakers think, Karen has built programs from the ground up, so she has hands-on experience with nearly every aspect that a grant is expected to cover, including program design, staffing, metrics and evaluation, and partnership development.

Tereza Sarkisyan, Grant Writer with California Consulting. She brings with her a background in economic development, philosophy, and public service. She has worked for the Appalachian Regional Commission which is an economic development agency focusing on revitalizing Appalachia through federally funded grants. She also has experience working in the City of Glendale's Management Services Department and Community Development Department. Sarkisyan attended Florida Atlantic University where she double majored in Political Science and Philosophy. She then attended American University in

Washington, D.C. where she received her Master's degree in Philosophy and currently serves as an adjunct Philosophy instructor.

Project Understanding and Methodology

California Consulting is a full service grant writing and management firm. Our team members are experts in the fields of grant research and identification, preparing comprehensive and concise grant application packages, submitting grants in a timely fashion, and following through after the grant has been submitted to determine the status of the application.

California Consulting has a fundamental business philosophy founded on open communication and customizing each application.

- **Funding Needs Analysis:** *(Meeting with Department Heads to review priorities and funding needs).* Our team members learn about the client at the outset of the contract by conducting an in-depth Needs Assessment on a Zoom call with SFVCOG Staff. Each client is assigned to a lead Grant writer and this Grant writer meets with the client regularly and on an ongoing basis.
- **Grant Funding Research and Identification:** Our Project Management Team is an expert in grant identification. They conduct thorough research on an ongoing basis. We have several grant-related search engines and List Service websites we subscribe to in order to research all current and upcoming Federal, State, and Private Grants. We track current and upcoming grants in order to let our clients know what is available and what we recommend would fit their situation. The Grant writer will assist the Client in deciding which grants fit best with the Client's projects that were identified at the Needs Assessment. The Grant writer will be able to advise the Client on the strength of the Client's project when competing for the grant and will make recommendations based on the Client's budget and ability to meet the grant requirements, as well as any other factors regarding grant agency guidelines. Our team's grant funding research will include no/no go analysis and conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the COG's funding needs and priorities in the following general areas by way of illustration but not limited to:
- **On-Call Grant Research** – In addition to the areas defined above, other areas may also be identified through the funding needs analysis process including researching grant opportunities identified by the SFVCOG and participating in funding agency Zoom meetings, webinars, and/or workshops.
- **Grant Proposal Development:** Our Project Management Team will write all sections of the grant application. Once a grant has been identified, we work with staff to interpret guidelines and gather information necessary for a strong proposal and application. By learning about the Client's history, needs, and how the award will positively impact the Client's project, we are able to communicate that information with a clear and concise grant package to get the agency's attention. When your staff and California Consulting agree to develop a grant proposal, we will develop a checklist and schedule. The checklist and schedule will include what items the Client will be responsible for and a timeline as to when we will need them submitted to our office. California Consulting retains copies of all grants we have submitted. If a similar grant application was previously approved, we will use this application as a guide when creating the Client's application.

Below is a list of general tasks for our grant process:

- Review similar successful grant applications and apply where possible
- Collect information on the project

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- Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
- Attend pre-proposal conferences, and webinars, as necessary
- Coordinate with local agencies and organizations as needed when applying for collaborative grants
- Obtain letters of support, when necessary

- Work with staff to determine if SFVCOG approval is required for submission.
- Draft proposals and send them to staff for review
- Incorporate staff edits in final drafts
- Ensure the grant application is in the appropriate format with the required number of copies and that all other grant requirements are met
- Submit completed application timely
- Monitor funding agency until grant awards are announced
- **Grant Management** – In coordination with Agency staff, plan and implement grant programs, prepare budgets, monitor expenditures, track results, analyze financial data, prepare and submit progress reports to the funding agency, and close out grant program/project files.
- **Grant Advocacy:** California Consulting would be pleased to contact any and all federal and state agencies to discuss your grant application and make presentations to agency boards as needed based on our longstanding relationships with the following:
 - U.S. Department of Housing and Urban Development-HUD
 - U.S. Economic Development Administration-EDA
 - California Housing and Community Development Department
- **Preparation of Grant Application Documentation:** The Grant writer will be responsible for preparing any associated exhibits and presentations related to the grant application being prepared. The Grant writer will prepare any studies required for the grant application. If the study requires the services of a sub-consultant, the Grant writer will assist the Client in developing an RFP/Q in an effort to obtain a qualified sub-consultant for these services. The Grant writer will review and assist the Client in the preparation of plans, specifications, bid documents, and other documents prepared by the Client or other consultants to ensure grant requirements are in compliance.
- **Grant Review and Approval Process:** California Consulting takes pride in our impeccable grant applications. We have been successful in this area due to our thorough quality assurance measures. Our Grant Managers conduct group meetings with all Grant Writers twice each month. In addition, our Grant Managers meet individually with each Grant Writer regularly to review each client.
- **Project Schedule:** We create a precise project timeline to ensure the grant is submitted on time. This time captures the submission deadline and establishes internal deadlines/checklists to obtain the information needed for quality submissions.
- **Written Monthly Reports:** California Consulting will prepare a monthly report for the Client reflecting grants in progress, grants submitted, and grants awarded. This will provide the Client with a clear return on investment. Our staff is able to present this information to the SFVCOG as requested by the Client. Our Grant writers with the Senior Grant Writer will participate in and attend monthly meetings to report on work and provide updates as required by the Client.
- **Workshops and Community Training Webinars:** California Consulting is proud to provide regular grant writing municipal workshops /Zoom webinars, hosted by local elected officials throughout the state of California. Please see Exhibit 3- Webinar and Workshop Fliers. We also distribute a Monthly

Newsletter (links below), and conduct regular grant writing training workshops for our clients on YouTube.

2023 Newsletters

November-<https://conta.cc/47YWVYp>

October-<https://conta.cc/47YWVYp>

September-

Sample Application Work Plan

Subject to Client Availability

Date	Activity/Action
January 2, 2024 – January 15, 2024	California Consulting in coordination with Project Team: • Needs Assessment / Concept Design • Develop Concept Proposal for red-lining California Consulting: • Finalize / Submit Concept Proposal.
January 15, 2024 – February 1, 2024	California Consulting in coordination with Project Team: • Begin developing Scope of Work (SOW) – identify Tasks/Subtask • Develop a Draft Round calendar. • Begin developing Environmental Report, if required. • Identify organizations to solicit Letters of Support. • Determine the process of Resolution adoption. California Consulting: • Develop a Letter of Support / Commitment template. • Develop Budget Template.
February 2 – 15, 2024	California Consulting in coordination with Project Team: • Finalize Scope of Work tasks. • Begin developing Budget Template. • Solicit for Letters of Support. California Consulting: • Begin developing Narrative sections. • Create a Questionnaire that lists missing information.
February 16 – 20, 2024	California Consulting in coordination with Project Team: • Finalize Environmental Report and Budget. • Develop Narrative Questionnaire • Collect all Letters of Support and Commitment.

Grant Writing Services Agreement

February 22 – 30, 2024	California Consulting in coordination with Project Team: • Complete Final Review before submission. Client Applicant: • Sign all necessary forms and assurance. • Collect signed Resolution. California Consulting: Finalize Narrative.
March 2024	California Consulting: • Submit the application to Funding Agency

Cost Proposal

California Consulting can offer the cost options below for services below as detailed in this RFP for the San Fernando Valley Council of Governments.

Cost Option 1 – Hourly

California Consulting will offer at the rate of \$150 per hour plus reimbursement of reimbursable expenses. The \$150 hourly rate is for grant writing and for grant writing performed by one of our Grant Writers. **We can provide a not to exceed hourly figure as needed for each application.**

Staff Name/Position	Hourly Rate
David Marquez, Danielle Soto, Ashley Ramsey, Karen Simpson, Michelle Ferguson, Terez Sarkisyan, Karen Leventhal, Wil Flores – Project Managers	\$150.00 per hour
*Reimbursable Expenses	Rates
Mileage	Current IRS Rate
Travel Expenses (Tolls, Lodging)	Cost
Copies	\$0.20 per page (Black/White) \$0.40 per page (Color)

Cost Option 2 – Per Grant

We propose an agreement for a Per Grant basis, plus reimbursement of out-of-pocket expenses. The following is a breakdown of cost per grant subject to further negotiation. *Note: items 1-10 under project understanding and methodology are not included with this cost option.*

Grant Amount Request	Cost
Up to \$10,000	\$1,500

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\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

**Cost will be determined based on complexity of grant preparation for grant requests exceeding \$250,000*

Grant research, grant identification, and grant administration can be provided at an hourly rate of \$150.00. For research completed at an hourly rate, client may specify a “not to exceed” amount.

Exhibit 1 -Housing and Community Development Awards (partial list) Below is a partial list of the successful Housing and Community Development and CDBG grants that the California Consulting Team has written and been awarded for our clients:

Grant Name	Client Name	Award Amount
Project Homekey	Housing Authority of County of San Bernardino	\$1,100,000
HCD - 2020 Community Development BlockGrant (CDBG-CV) - Homekey	City of Twentynine Palms	\$713,255
CA Department of Housing Community and Economic Development – Permanent Local Housing	City of Maywood	\$220,250
HCD - Emergency Service Grant – Non Competitive	City of Fairfield/Solano County Continuum of Care (CoC)	\$81,275
HCD - Emergency Service Grant – Competitive	City of Fairfield/ Solano County Continuum of Care (CoC)	\$200,000
HUD - Family Self Sufficiency	City of Vallejo	\$117,488
CA Department of Housing Community and Economic Development – Local Early Action	City of Maywood	\$150,000
Housing and Sustainable Communities	City of Baldwin Park	\$125,000
Permanent Local Housing Allocation Program	City of Baldwin Park	\$199,051

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\$10,001 - \$50,000	\$4,000
\$50,001 - \$100,000	\$5,500
\$100,001 - \$250,000	\$7,500
*Over \$250,000	\$9,000 - \$12,000

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Permanent Local Housing Allocation Program	City of Baldwin Park	\$199,051

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Local Housing Allocation Program Formula Grant	City of Baldwin Park	\$3,500,000
Permanent Local Housing Allocation Formula (2 nd)	City of Baldwin Park	\$2,440,890
CA State Housing and Community Development –SB 2 Planning Grant	City of Baldwin Park	\$250,000
LA County and San Gabriel Valley COG – Housing Trust Fund	City of Baldwin Park	\$457,000
San Gabriel Valley COG – Housing Trust Fund	City of Baldwin Park	\$412,800
Continuum of Care, Emergency Solutions for Rapid Housing Grant	City of Fairfield	\$124,000

Department of Housing and Community Development – SB 2 Planning Grant	City of Westminster	\$310,000
HCD- Housing Related Park Programs	City of Imperial Beach	\$101,125
HCD- Housing Related Park Programs	City of Carson	\$75,000
HCD- Housing Related Park Programs	City of Baldwin Park	\$81,234
HCD- Housing Related Park Programs	City of San Fernando	\$113,650
HCD- Housing Related Park Programs	City of Lompoc	\$307,450
HCD- Housing Related Park Programs	City of Lynwood	\$516,150
HCD- Housing Related Park Programs	City of Orange Cove	\$168,125
HHAP- Homeless Housing, Assistance & Prevention	City of Vallejo	\$1,082,582.0
Department of Housing and Urban Development	City of Carson	\$3,500,000
California Department of Housing & Community Development - PLHA Grant Program	City of Carson	\$353,116
MTC - Priority Development Area (PDA)	City of Orinda	\$200,000.00

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HCD- Housing Related Park Programs	City of Downey	\$198,450
HCD- Housing Related Park Programs	City of Chino	\$580,650
HCD – Emergency Housing and Capital Development	City of Delano	\$1,000,000
CDBG-CV2 and 3 Allocation	City of Taft	\$344,004
CDBG LEAP Grant	City of San Fernando	\$150,000
HCD CDBG	Madera Housing Authority - City of Madera	\$185,000
HCD CDBG - Local Solicitation	Madera Housing Authority - City of Madera	\$150,000
HCD CDBG Enterprise Fund	City of Taft	\$300,000
HCD CDBG Enterprise Fund	City of Lemoore	\$300,000
HCD Housing and Community Development CDBG - Planning and	City of Taft	\$500,000

Technical Assistance

HCD CDBG - Planning and Technical Assistance (PTA)	City of Fowler	\$280,00
HCD CDBG Enterprise Fund	City of Parlier	\$500,00
HCD CDBG - Planning and Technical Assistance	City of McFarland	\$70,00
HCD CDBG - Planning and Technical Assistance	City of Lemoore	\$70,00
HCD CDBG Grant	City of Delano	\$300,00
Housing and Community Development CDBG Grant	City of Parlier	\$300,00
HCD - Emergency Service Grant – Competitive	City of Fairfield/ Solano County	\$200,000.0
HCD - Emergency Service Grant – Non-Competitive	City of Fairfield/Solano County	\$81,275.0



San Fernando Valley Council of Governments

DATE: January 4, 2024
TO: Board of Directors
FROM: John Bwarie, Executive Director
RE: SFVCOG Reserve Funds

RECOMMENDATION

Discuss the status and use of the SFVCOG Reserve Fund and direct staff on outcomes of discussion.

BACKGROUND

Each year, the SFVCOG staff presents a budget that supports the goals and work of the SFVCOG. This budget is prepared based on committed and anticipated funds and project expenditures as they intend to be. This budget is based on the dues paid by members (\$120,000/year), grant funds for specific efforts/projects, and sponsorship of programs like the annual Mobility Workshop.

Over the years, when actual expenses were below the budgeted amount, those funds were moved into a reserve fund. Due to conservative spending, this occurrence happens each year, leaving “carryover” into reserves each year. From our annual audit, the following amounts were the increase of net position for the past 4 years: \$14,069 in FY21-22, \$13,643 in FY20-21, \$26,087 in FY19-20, and \$9,388 in FY18-19. In July 2023, that reserve fund sat at just over \$250,000 (unaudited) or two years of operating expenses.

The Board has authority to adopt and amend budgets, as well as allocate funds otherwise unbudgeted.