



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

BOARD OF DIRECTORS

BOARD MEETING

AGENDA

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

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 5](#))
 - a. August 14, 2023 Special Board of Directors Meeting Minutes
Recommended Action: *Approve Minutes.*
6. **FINANCIAL REPORT** ([Page 12](#))
 - a. Review FY 2023-24 Financials July 1, 2023 through September 30, 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.

7. **CHAIR REPORT**

Councilmember Marsha McLean, Chair of the Board
Updates, remarks and recommendations from the Board Chair.
8. **EXECUTIVE DIRECTOR REPORT**

Updates, remarks and recommendations from the Executive Director

CLOSED SESSION

9. 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)).

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.*

11. COUNTY REGIONAL HOMELESS COORDINATION FUNDING ([Page 13](#))

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.*

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*

13. LA METRO PROGRAMMING OF LOCAL FUNDS FOR EAST SAN FERNANDO VALLEY LRT ([Page 49](#))

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*

14. POSITION ON FUTURE HOMELESSNESS SALES TAX PROPOSALS

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

15. SFVCOG APPOINTMENT TO THE LEAGUE OF CALIFORNIA CITIES L.A. COUNTY DIVISION BOARD ([Page 51](#))

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

16. BOARD MEMBER ANNOUNCEMENTS

17. NEXT MEETING

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

18. ADJOURNMENT

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, August 14, 2023 — 10:00 a.m.

Old Town Newhall Library
24500 Main Street
Santa Clarita, CA 91321

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: Rachele 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 – [AUDIO LINK](#)

1. CALL TO ORDER — Marsha McLean, Chair

Chair Councilmember Marsha McLean called the SFVCOG Meeting to order at 10:04 a.m.

2. ROLL CALL

Roll call was conducted by Staff.

QUORUM ESTABLISHED (7 Members):

Present 7: Chair Councilmember Marsha McLean
Justin Orenstein for Supervisor Lindsey P. Horvath
Meg Healy for Councilmember Nithya Raman
Paola Basignana for Monica Rodriguez
Josh Yeager for Councilmember John Lee
John Popoch for Vice Chair Councilmember Bob Blumenfield
Councilmember Ara Najarian

Excused 5: Councilmember Paul Krekorian
Councilmember Mary Solorio
Imelda Padilla, Council District 6, City of Los Angeles
Supervisor Kathryn Barger
Vice Mayor Nick Shultz

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Justin Orenstein for Supervisor Lindsey P. Horvath.

4. PUBLIC COMMENTS

Lionel Mares addressed the SFVCOG. Stephanie Molen representative from LA Metro provided an update on the I-5 North County Enhancements Project:

- Weldon Canyon Bridge demolition is scheduled to take place later in August 2023; and
- Overhead sign replacement is scheduled to take place on September 27, 2023 at 10:00 a.m.

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 4)

- a. June 22, 2023 Special Board of Directors Meeting Minutes
Recommended Action: *Approve Minutes.*

This item was taken up jointly with agenda Item #6
Financial Report.

On motion of Councilmember Ara Najarian, seconded by Justin Orenstein for Supervisor Lindsey P. Horvath, the SFVCOG Approved Agenda Item #5 Minutes and Agenda Item#6 Financial report with the following roll call vote:

Ayes 8: Chair Councilmember Marsha McLean
Justin Orenstein for Supervisor Lindsey P. Horvath
Meg Healy for Councilmember Nithya Raman
Paola Basignana for Monica Rodriguez
Josh Yeager for Councilmember John Lee
Councilmember Ara Najarian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Councilmember Mary Solorio joined the meeting after roll call.

Abstain 1: Sahag Yedalian for Councilmember Paul Krekorian joined the meeting after roll call.

Excused 3: Imelda Padilla, Council District 6, City of Los Angeles
Supervisor Kathryn Barger
Vice Mayor Nick Shultz

6. FINANCIAL REPORT ([Page 14](#))

- a. Review FY 2022-23 Financials April 1, 2023 through June 30, 2023
Recommended Action: Receive and File Financial Report
- b. Review FY 21-22 Audit Report
Recommended Action: Receive and File Financial Report

This agenda item was discussed and taken up jointly under agenda Item #5 Minutes.

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 did not provide a report.

8. EXECUTIVE DIRECTOR REPORT

Updates, remarks and recommendations from the Executive Director

John Bwarie, Executive Director announced that at the last SFVCOG meeting an Ad-Hoc Committee was established to review the Joint Powers Authority Agreement and has since met twice no other updates at this time. Also, Betsy Aguilera is no longer staffing the SFVCOG and is now working with the City of Los Angeles in Mayor Karen Bass's office.

9. AERIAL MOBILITY PRINCIPLES ([Page 31](#))

Recommended Action: *Adopt principles for Aerial Mobility*

Mr. Bwarie provided a brief overview of the Aerial Mobility Principles and introduced Gabriela Juarez, Aerial Mobility Lead, Department of City Planning with the City of Los Angeles. Ms. Juarez indicated that the city of Los Angeles is carefully looking into the new modality of aerial mobility and has been actively participating in meetings with the U.S. Department of Transportation, Caltrans and the Federal Aviation Administration which include discussions and consideration for all concerns, environmental impacts and challenges this new modality may bring.

Chair Councilmember Marsha McLean thanked Ms. Juarez for providing valuable information related to the city of Los Angeles's efforts on Aerial Mobility, discussion ensued. After discussion, the SFVCOG provided the following amendments to the Aerial Mobility Principles:

- #1 – add the word impact;
- #3 – arise, including but not limited to wildfire mitigation, investments and protocols around fire life safety;
- #5 – Ensure that aerial mobility technologies and operations do not disproportionately burden disadvantage communities; and
- #10 – Quality of life – Recognize that current aerial operations have large quality of life impacts on residents under flight paths and near take-off/landing locations. Recognize that excessive noise has negative health effects and seek to reduce negative impacts of UAM on residents and San Fernando Valley COG stakeholders. Recognize residential and recreational areas as locations in need of special consideration of UAM negative impacts.

On motion of Josh Yeager for Councilmember John Lee, seconded by Justin Orenstein for Supervisor Lindsey P. Horvath, the SFVCOG Approved the Aerial Mobility Principles including the amendments with the following roll call vote:

Ayes 9: Chair Councilmember Marsha McLean
Justin Orenstein for Supervisor Lindsey P. Horvath
Meg Healy for Councilmember Nithya Raman
Paola Basignana for Monica Rodriguez
Josh Yeager for Councilmember John Lee
Councilmember Ara Najarian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Councilmember Mary Solorio
Sahag Yedalian for Councilmember Paul Krekorian

Excused 3: Imelda Padilla, Council District 6, City of Los Angeles
Supervisor Kathryn Barger
Vice Mayor Nick Shultz

10. COUNTY REGIONAL COORDINATION FUNDING (Page 34)

Recommended Action: *Direct staff to 1) negotiate an amendment to Regional Homeless Coordination contract with the County of Los Angeles to allow for grant writing services related to homelessness resources; 2) develop a Request for Proposal for those grant writing services; and 3) return to the Board, when recommended by staff, for Board approval of the amendment and RFP.*

John Bwarie, Executive Director provided an overview of the County Regional Coordination Funding report and indicated that the SFVCOG Homeless Coordination Committee discussed the Measure H funding and recommended to either disburse the remaining funds among the collaborating cities or contract a grant writer to increase funding. The committee chose to pursue efforts of contracting a grant writer.

Chair Councilmember Marsha McLean expressed her concern with the high cost of housing. Ms. McLean recognized Supervisors Lindsey P. Horvath's desire to make Measure H2O much more equitable.

Councilmember Mary Solorio asked to be included in discussions pertaining to the Request for Proposal process.

On motion of Councilmember Ara Najarian, seconded by Justin Orenstein for Supervisor Lindsey P. Horvath, the SFVCOG Approved the County Regional Coordination Funding recommendations to *Direct staff to 1) negotiate an amendment to Regional Homeless Coordination contract with the County of Los Angeles to allow for grant writing services related to homelessness resources; 2) develop a Request for Proposal for those grant writing services; and 3) return to the Board, when recommended by staff, for Board approval of the amendment and RFP* with the following roll call vote:

Ayes 9: Chair Councilmember Marsha McLean
Justin Orenstein for Supervisor Lindsey P. Horvath
Meg Healy for Councilmember Nithya Raman
Paola Basignana for Monica Rodriguez
Josh Yeager for Councilmember John Lee
Councilmember Ara Najarian
John Popoch for Vice Chair Councilmember Bob Blumenfield
Councilmember Mary Solorio
Sahag Yedalian for Councilmember Paul Krekorian

Excused 3: Imelda Padilla, Council District 6, City of Los Angeles
Supervisor Kathryn Barger

Vice Mayor Nick Shultz

11. BOARD MEMBER ANNOUNCEMENTS

John Popoch announced his sentiments to Councilmember Cindy Montanez and wishes her well.

Sahag Yedelian invited all to attend CicLAmini on September 17, 2023 in the North Hollywood.

Paola Basignana invited all to attend a Move Your Way Open Street Festival on September 23, 2023, information can be found at moveyourwayla.com.

12. NEXT MEETINGS

- a. Board Meeting: October 2, 2023 at 10AM at Van Nuys City Hall

The next meeting is scheduled for October 2, 2023 at 10:00 a.m. in Van Nuys City Hall.

13. ADJOURNMENT

There being no further business, Chair Councilmember Marsha McLean adjourned the August 14, 2023 San Fernando Council of Governments Board of Directors Meeting at 11:34 a.m.

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**SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY FUND V54
STATEMENT OF RECEIPTS AND DISBURSEMENTS
JULY 1, 2023 THROUGH SEPTEMBER 30, 2023**

Fund V54/Org 55665

Cash Balance, July 1, 2023		\$ 250,962.57
Receipts:		
Interest Earnings	7/1/2023	1,005.53
Interest Earnings	8/1/2023	791.10
Interest Earnings	9/1/2023	681.98
JVCT AC CMSF2400013 SFVCOG \$35K Membership Dues-Charge the GF	8/10/2023	35,000.00
DP AC 24CA000000734 - Membership - City of Glendale	8/29/2023	12,500.00
DP AC 24000000984 - Membership - City of Burbank	9/19/2023	12,500.00
DP AC 24000001012 - Membership - City of San Fernando	9/21/2023	12,500.00
Total Beginning Cash Balance and Receipts		<u>\$ 325,941.18</u>
Disbursements:		
EFT AU A2400005373 MOSS, LEVY & HARTZHEIM	7/2/2023	3,700.32
AD AU A2400013476 STRATISCOPE - BOARD MEMBERS DINNER JUNE 20	7/2/2023	90.71
AD AU A2400013477 STRATISCOPE - JUNE 2023	7/2/2023	8,333.33
AD AU A2400167337 STRATISCOPE - JULY 2023	8/6/2023	8,333.33
AD AU A2400352478 STRATISCOPE - AUGUST 2023	9/6/2023	8,333.33
Total Disbursements		<u>\$ 28,791.02</u>
Cash Balance, September 30, 2023		<u>\$ 297,150.16</u>

Prepared by
Los Angeles County
Department of Auditor-Controller
Accounting Division
ML 9/29/2023

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

Name: Betsy Aguilera, Project Coordinator
Email: betsy.aguilera@stratiscope.com

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 _____ Date _____
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 _____

Title _____

**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			
<p>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.</p>			
<p>Alignment with New Framework To End Homelessness (Check all that apply)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Coordinate- Regional and Local Annual Planning <input type="checkbox"/> Prevent- Infuse Problem Solving into Local Services <input type="checkbox"/> Connect- Outreach and Navigation linked to Local Rehousing Services <input type="checkbox"/> House- Co-Investment in Permanent Supportive Housing (PSH) and Interim Housing; Locally Sited Time Limited Subsidies (TLS) <input type="checkbox"/> Stabilize- Local Eviction and Prevention prioritized and linked to formerly homeless residents <input checked="" type="checkbox"/> Supporting Activities- <i>(Please list supporting activities that apply below)</i> 			
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>	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										
<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>											
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-Agreement expiration</td> <td>Prior to agreement expiration.</td> </tr> </tbody> </table>	Reporting Period	Due Date	Agreement execution-Agreement expiration	Prior to agreement expiration.						
	Reporting Period	Due Date									
Agreement execution-Agreement expiration	Prior to agreement 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		 <small>County of Los Angeles Homeless Initiative REAL HELP, LASTING CHANGE</small>
<p>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).</p>		
City/COG:		
Contract #:	AO-	Fund Type: <input type="checkbox"/> Local Solutions Fund-Regional Coordination <input type="checkbox"/> 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) <input type="checkbox"/> Yes, invoice with supporting documentation (for this reporting period) is included. <input type="checkbox"/> No, there are no invoices for this reporting period.	

Key Performance Indicator (KPI)/Metric	Target Output/Outcome	Timeline	Q1: July 1-Sept. 30		Q2: Oct. 1-Dec. 31		City/COG in compliance			Q4: April 1-June 30				
			Actual Output/Outcome for this quarter (omit month/quarter info)	Notes	Actual Output/Outcome for this quarter (omit month/quarter info)	Cumulative Actual Output/Outcome	Notes	Actual Output/Outcome for this quarter (omit month/quarter info)	Cumulative Actual Output/Outcome	Notes	Actual Output/Outcome for this quarter (omit month/quarter info)	Cumulative Actual Output/Outcome	Actual Completion Date (mm/dd/yyyy)	Notes
Develop and implement a comprehensive housing strategy	Adopt a comprehensive housing strategy	Quarterly	5	Exceeded target for this quarter due to a strong focus on getting housing strategies adopted	25	20	Exceeded target for this quarter but progress is slowing so we are not much closer to target	25	41	Exceeded target for this quarter in meeting housing agreements	57	52	10/20/23	Exceeded target for this quarter and made good progress throughout the year in completing this key performance indicator
Task 1: (insert category/area)														
Task 1.A: (insert name of program)														
SAJ (Insert KPI/Measure 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												
	G (Insert Target from SOG)	Insert Timeline from SOG												
SAK (Insert KPI/Measure)	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												
	G (Insert Target from SOG)	Insert Timeline from SOG												
SALB (Insert KPI/Measure)	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												
Task 1.B: (insert name of program)														
SAI (Insert KPI/Measure)	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												
SIA (Insert KPI/Measure)	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												

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): <ul style="list-style-type: none"> <i>Number of Interim Housing Beds/Units: 60 (Example)</i>
Budgeted Costs (If applicable): <i>\$22,000,000 (Example)</i> <ul style="list-style-type: none"> <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)

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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

DATE: September 27, 2023

TO: Board of Directors

FROM: John Bwarie, Executive Director

RE: **LA Metro Programming of Local Funds for East San Fernando Valley LRT**

RECOMMENDATION

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

BACKGROUND

Metro is in preconstruction for the East San Fernando Valley Light Rail Transit Project (the Project), which is a planned 6.7-mile light rail line on Van Nuys Boulevard that connects the Metro G (Orange) Line to Van Nuys and San Fernando Road. The current cost estimate for the Project is \$3.57 billion. Metro is compiling the funding for the cost to complete the project, including a federal Expedited Project Delivery grant of up to \$908.75 million. Metro must have all the non-federal funding committed to the Project to qualify for the federal grant.

Metro has completed two projects that are entirely or partially in the San Fernando Valley subregion (as defined by Metro) – the San Fernando Valley North-South Rapidways (Canoga Corridor) and I-5 Capacity Enhancement from SR-134 to SR-170 that have designated funding from the countywide Measure R sales tax but did not expend all the designated funding. The Canoga Corridor project has \$182 million of unexpended or surplus Measure R funds. The I-5 project has \$49.4 million of surplus Measure R and \$201.3 million of “replacement credits.” Metro created the replacement credits by swapping Proposition C 25% funds (another Metro countywide sales tax) with the Measure R in 2016. Metro did this to reduce the amount of Proposition C debt to be issued and the resultant interest cost. The Metro Board will consider whether to program the surplus and replacement credits, totaling \$432.7 million to the Project at its October 26, 2023 meeting. Metro believes it has all other funding committed to the Project.

The Measure R ordinance requires that the Metro Board determine a project is complete for a project to have surplus, and that any surplus is spent in the same subregion. The replacement credits are no longer Measure R funds and are not bound by the Measure R ordinance; however, the Metro Board agreed in 2016 that the replacement credits would be spent in the same subregion as the projects that were completed. The Canoga Corridor project is entirely in the San Fernando Valley subregion, as currently defined by Metro. The I-5 project is 51.27% in the Arroyo Verdugo subregion and 48.73% in the San Fernando Valley based on the physical length of the project. Because a portion of the I-5 project is in the Arroyo Verdugo subregion, the Metro Board will consider separately programming \$128.5 million of Proposition C 25% funds for eligible uses in the Arroyo Verdugo subregion beginning in fiscal year 2030.

The Metro Board will consider determining whether the Canoga Corridor and I-5 projects are complete, programming the \$432.7 million of Measure R surplus and replacement credits to the Project, and programming \$128.5 million to Arroyo Verdugo at its October 26, 2023 meeting. Neither the Measure R ordinance nor Metro Board policy require that the SFVCOG approve these actions. But Metro is seeking the support of the SFVCOG prior to taking its own actions.



San Fernando Valley Council of Governments

DATE: October 2, 2023

TO: Board of Directors

FROM: John Bwarie, Executive Director

RE: SFVCOG Appointment to the League of California Cities L.A. County Division Board

RECOMMENDATION

Appoint a to represent the SFVCOG on the League of California Cities L.A. County Division Board

BACKGROUND

The SFVCOG Board has the responsibility to appoint members and designees to various committees within the SFVCOG and as well as to external boards and committees to represent the SFVCOG's interest. As an official subregion of LA County, we have a seat on the *League of California Cities L.A. County Division Board*. In September 2023, our current representative, Santa Clarita Councilmember Marsha McLean became ineligible due the City of Santa Clarita no longer being a member of the CalCities.

To be considered for this position, the appointee must be an elected official from a member jurisdiction and not hold another seat on the L.A. County Division Board. The Board is made of 13 members, elected as officers and appointed from all of the area COG sub-regions. This is to ensure that the entire LA County region is represented.

There is a general expectation that the appointee participate in the monthly Board of Director meetings, held virtually on the fourth Wednesday of every month at 4 p.m. and usually last 60-90 minutes. These meetings review and take action on legislative bills and general governance issues for the Division. Board Members are also encouraged to attend other Division meetings and events as their schedule allows.

Appointees serve at the will of the Board and last until the appointee and/or the Board take action to end the appointment. When a vacancy comes available, SFVCOG policy gives priority to current board members before reaching out to non-board eligible appointees. All appointees are reviewed annually in July.