



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

BOARD OF DIRECTORS

MEETING AGENDA

Thursday, July 15, 2021 — 1:30 p.m.

**DUE TO THE CLOSURE OF CITY BUILDINGS,
MEMBERS OF THE PUBLIC MAY CALL IN TO LISTEN TO THE MEETING**

Please click the link below to watch or listen to the meeting:

<https://us02web.zoom.us/j/86739747431?pwd=R3REbjJJNEJNRDVnMU1KYXdtcGxzQT09>

Passcode: 666748

Or call by telephone:

Dial 669-900-6833 and enter Webinar ID: 86739747431#

For those wishing to speak on an agenda item, please email john@sfdcog.org no later than **11:00 a.m. on the day of the scheduled meeting** with the item number you wish to speak on and the phone number you will use when calling or the name you will use when logging into the meeting. You should then call or log into the meeting at least 10 minutes prior to its start time. Staff will unmute you and announce you when it is your time to speak. You will have two (2) minutes to speak, unless that time is adjusted by the Chair. If you do not have access to a computer, please call 818-570-3408 to request public comment.

As an alternative to speaking during the meeting, you can email your comments to the COG executive director at john@sfdcog.org no later than 11am on July 15, 2021 to ensure that Staff has time to organize the emails prior to the beginning of the

meeting. Comments will then be provided to the members when the item is presented. Please include the Agenda Item in your correspondence.

You may also submit public comment by mail to:

SFVCOG
10945 Burbank Blvd
North Hollywood, CA 91601

Written public comment or requests to speak must be received no later than 11:00 a.m. on the day of the scheduled meeting. Please include the Agenda Item in your correspondence.

All correspondence received shall become part of the official record.

BOARD OF DIRECTORS

Chair: Councilmember Monica Rodriguez, 7th District, City of Los Angeles
Vice-Chair: Councilmember Marsha McLean, City of Santa Clarita
Supervisor Sheila Kuehl, 3rd Supervisorial District, County of Los Angeles
Supervisor Kathryn Barger, 5th Supervisorial District, County of Los Angeles
Vice-Mayor Jess Talamantes, City of Burbank
Councilmember Ara Najarian, City of Glendale
Councilmember Paul Krekorian, 2nd District, City of Los Angeles
Councilmember Bob Blumenfield, 3rd District, City of Los Angeles
Councilmember Nithya Raman, 4th District, City of Los Angeles
Councilmember Paul Koretz, 5th District, City of Los Angeles
Councilmember Nury Martinez, 6th District, City of Los Angeles
Councilmember John Lee, 12th District, City of Los Angeles
Vice-Mayor Mary Mendoza, City of San Fernando

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
Shan Thever, Deputy County Counsels, County of Los Angeles

OPEN SESSION

1. **CALL TO ORDER** — Monica Rodriguez, 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 6)
Review and Approve April 15, 2021 Board of Directors Meeting Minutes
Recommended Action: *Approve Minutes.*
6. **FINANCIAL REPORT** (Page 18)
Review FY 2020-21 Financials from January 1 through March 30, 2021.
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**
Chair's Report - Monica Rodriguez, Chairperson of the Board.
Updates, remarks and recommendations from the Board Chair.
8. **EXECUTIVE DIRECTOR REPORT**
Updates, remarks and recommendations from the Executive Director
9. **HOMELESS COORDINATION REPORT** (Page 20)
Updates, remarks and recommendations from Homelessness Coordinator

10. **SFVCOG APPOINTEE UPDATE REVIEW** (Page 27)
Recommended Action: *Reaffirm current Appointees to external bodies as presented.*

11. **APPROVAL AUTHORITY FOR RECURRING PAYMENTS**
Recommended Action: *Delegate authority to LA County Auditor Controller to approve and pay monthly, recurring payments previously authorized by the board explicitly or by approval of the annual budget.*

12. **UPDATE FROM THE UPPER LOS ANGELES RIVER AND TRIBUTARIES REVITALIZATION PLAN (ULART) AD HOC COMMITTEE** (Page 29)
Recommended Actions: *Adopt the three recommendations of the ad Hoc Committee*

CLOSED SESSION

13. **PERSONNEL MATTER.** *Performance Evaluation of Executive Director Services, provided by Stratiscope, LLC through John Bwarie (Government Code Section 54957(b)(1)).*

OPEN SESSION

14. **EXECUTIVE DIRECTOR SERVICES CONTRACT** (Page 30)
Recommended Action: *Exercise option to extend one year until Dec. 31, 2021 or take any other requested action thereto as directed by the SFVCOG.*

15. **DISCUSSION AND CONSIDERATION OF ACTION ON MEMORANDUM OF UNDERSTANDING No. M-029-21 BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) AND THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS (SFVCOG) FOR SFVCOG REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS AND OUTREACH.** (Page 32)
Recommended Action: *Approve the MOU M-029-21 between SFVCOG and SCAG for Regional Early Action Planning (REAP) grant partnerships and outreach.*

16. **DELEGATE AUTHORITY TO THE CHAIR TO NEGOTIATE AN AMENDED AND RESTATED AGREEMENT TO THE EXECUTIVE DIRECTOR SERVICES CONTRACT TO EXPAND THE SCOPE OF WORK TO INCLUDE RELEVANT DUTIES UNDER THE SCAG GRANT AND TO INCREASE THE COMPENSATION AMOUNT BASED ON THE INCREASED DUTIES AND REPORT BACK TO THE SFVCOG AT A**

SUBSEQUENT MEETING FOR CONSIDERATION.

Recommended Action: *Delegate authority to the Chair to negotiate an amendment to the Executive Director Services Contract based on the terms of the SCAG grant.*

17. DISCUSSION AND CONSIDERATION OF ACTION ON SETTING A SPECIAL MEETING

Recommended Action: *Discuss and set a special meeting to consider a negotiated amendment to the Executive Director Services Contract.*

18. BOARDMEMBER ANNOUNCEMENTS

19. NEXT REGULAR MEETING:

October 21, 2021 at 1:30pm (in Van Nuys or via Zoom - TBD)

20. ADJOURNMENT

Public Comments: At this time members of the public can address the San Fernando Valley Council of Governments Board of Directors (Board) regarding any items within the subject matter jurisdiction of the agency that are not separately listed on this agenda, subject to time restrictions, by filling out a Public Comment Card and submitting that card to the Secretary. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

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
SPECIAL MEETING MINUTES

Thursday, April 15, 2021 — 1:30 p.m.

**DUE TO THE CLOSURE OF CITY BUILDINGS,
MEMBERS OF THE PUBLIC MAY CALL IN TO LISTEN TO THE
MEETING**

Please click the link below to watch or listen to the meeting:
<https://us02web.zoom.us/j/86115722121?pwd=bTFhM2tSTXBsZXBjNmPdlBTa082UT09>

Or call by telephone:
Dial 669-900-6833 and enter Webinar ID: 86115722121#

For those wishing to speak on an agenda item, please email john@sfvkog.org no later than 11:00 a.m. on the day of the scheduled meeting with the item number you wish to speak on and the phone number you will use when calling or the name you will use when logging into the meeting. You should then call or log into the meeting at least 10 minutes prior to its start time. Staff will unmute you and announce you when it is your time to speak. You will have two (2) minutes to speak, unless that time is adjusted by the Chair. If you do not have access to a computer please call 818-570-3408 to request public comment.

As an alternative to speaking during the meeting, you can email your comments to the COG Executive Director at john@sfvkog.org no later than 11am on February 12, 2021 to ensure that Staff has time to organize the emails prior to the beginning of the meeting. Comments

will then be provided to the members when the item is presented. Please include the Agenda Item in your correspondence.

You may also submit public comment by mail to:

**SFVCOG
10945 Burbank Blvd
North Hollywood, CA 91601**

Written public comment or requests to speak must be received no later than 11:00 a.m. on the day of the scheduled meeting. Please include the Agenda Item in your correspondence.

All correspondence received shall become part of the official record.

BOARD OF DIRECTORS

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

Vice-Chair: Councilmember Marsha McLean, City of Santa Clarita
Supervisor Sheila Kuehl, 3rd Supervisorial District, County of Los Angeles
Supervisor Kathryn Barger, 5th Supervisorial District, County of Los Angeles

Vice-Mayor Jess Talamantes, City of Burbank

Councilmember Ara Najarian, City of Glendale

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

Councilmember Bob Blumenfield, 3rd District, City of Los Angeles

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

Councilmember Paul Koretz, 5th District, City of Los Angeles

Councilmember Nury Martinez, 6th District, City of Los Angeles

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

Vice-Mayor Mary Mendoza, City of San Fernando

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

Shan Thever, Deputy County Counsel, County of Los Angeles

OPEN SESSION

1. **CALL TO ORDER** — Monica Rodriguez, Chair

The meeting was called to order by Chair Monica Rodriguez at 1: 32 p.m.

2. **ROLL CALL**

QUORUM ESTABLISHED (10 Members):

**Chair Councilmember Monica Rodriguez,
Vice Chair Councilmember Marsha McLean,
Dave Perry for Supervisor Kathryn Barger,
Vice Mayor Jess Talamantes,
John Popoch for Councilmember Bob Blumenfield,
Meg Healy for Councilmember Nithya Raman,
Debbie Dyer Harris for Councilmember Paul Koretz,
Max Podemski for Councilmember Nury Martinez
Eric Moody for Councilmember John Lee, and
Vice-Mayor Mary Mendoza**

3. **PLEDGE OF ALLEGIANCE**

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

4. **PUBLIC COMMENTS**

No public comment was received.

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**

Review and Approve January 21, 2021 Board of Directors Meeting Minutes and February 12, 2021 Special Board Meeting Minutes.

Recommended Action: *Approve Minutes.*

On motion of Councilmember Jess Talamantes seconded by Dave Perry for Supervisor Kathryn Barger and unanimously carried, the San Fernando Valley Council of Governments (SFVCOG) approved the Regular Meeting minutes of January 21, 2021 and the Special Meeting minutes of February 12, 2021.

6. **FINANCIAL REPORT**

Review FY 2020-21 Financials through December 31, 2020.

Recommended Action: *Receive and File Financial Report*

On motion of Councilmember Jess Talamantes, seconded by Dave Perry for Supervisor Kathryn Barger and unanimously carried, the San Fernando Valley Council of Governments (SFVCOG) received and filed the 2020-21 Financial Report.

7. **2019-20 ANNUAL AUDIT**

Review and Approve

Recommended Action: *Approve 2019-20 Annual Audit.*

On motion of Councilmember Jess Talamantes, seconded by Dave Perry for Supervisor Kathryn Barger and unanimously carried, the San Fernando Valley Council of Governments (SFVCOG) approved the 2019-20 Annual Audit.

8. **EXTENSION OF HOMELESS COORDINATION CONTRACT WITH LESAR DEVELOPMENT**

Recommended Action: *Direct Staff to negotiate and execute a 12-month, \$30,000 contract extension with LeSar Development Consultants for Homeless Coordination for the SFVCOG member cities*

On motion of Councilmember Jess Talamantes, seconded by Dave Perry for Supervisor Kathryn Barger and unanimously carried, the San Fernando Valley Council of Governments (SFVCOG) directed staff to negotiate and execute the Extension of Homeless Coordination Contract with LeSar Development Consultants.

9. DELEGATION OF AUTHORITY TO THE SFVCOG TRANSPORTATION COMMITTEE REGARDING TRANSMISSION OF THE SFVCOG'S STRATEGIC PROJECT LIST TO METRO

Recommended Action: *Delegate authority to the SFVCOG Transportation Committee to review, adopt and transmit the Strategic Project List to Metro before their June 30, 2021 deadline.*

On motion of Councilmember Jess Talamantes, seconded by Dave Perry for Supervisor Kathryn Barger and unanimously carried, the San Fernando Valley Council of Governments (SFVCOG) delegated authority to the SFVCOG Transportation Committee to review, adopt and transmit the Strategic Project List to Metro before their June 30, 2021 deadline.

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.

10. CHAIR REPORT

Chair's Report - Monica Rodriguez, Chairperson of the Board.
Updates, remarks and recommendations from the Board Chair.

Chair Monica Rodriguez met with the California Transportation Commission Chair, Hilary Norton, regarding items discussed at the February 2021 Special Board Meeting. Chair Norton assured Chair Rodriguez that the SFVCOG will receive timely updates, as well as advocate to restore SFVCOG relinquished funds.

11. EXECUTIVE DIRECTOR REPORT

Updates, remarks and recommendations from the Executive Director

John Bwarie, Executive Director, San Fernando Valley COG, thanked Board Members for completing their obligation to file the Statement of Economic Interest (FORM 700).

12. CONSIDERATION OF THE 2021-22 SFVCOG ANNUAL WORK PROGRAM

Requested Action: *Review & Adopt the SFVCOG FY2021-2022 Annual Program*

Executive Director John Bwarie reported every year the SFVCOG Annual Work Program is prepared from the input and approval provided by the SFVCOG. This year, Executive Director Bwarie

introduced a new component along with revisions to the Annual Work Program as follows:

- The Mobility Workshop will be held in-person at the end of 2021.
- Housing was added to Section 3 from discussions held at the January 2021 meeting on Regional Early Action Planning (REAP) and available funding from the Southern California Associations of Governments (SCAG).
- Upper Los Angeles River and Tributaries (ULART) implementation to increase open space across the SFVCOG region was added to Section 5.
- Fiscal Years 2022-24 Strategic Plan development may begin before the next fiscal year. Every three years, SFVCOG staff interviews each Board member individually, city/county/agency staff and partners to ensure SFVCOG is on track to do its best to serve the constituents in the region.
- Annual Activities - the Mobility Academy will restart the advocacy of riding bikes, trains, and buses with leaders across the region.

Vice Mayor Jess Talamantes proposed an addition to the Work Plan. He recommended that SFVCOG actively advocate the positions of regional transit projects like the North Hollywood to Pasadena Transit Corridor, Bus Rapid Transit (BRT) project, East San Fernando Valley Light Rail Corridor project, and other BRT projects to ensure our cities issues are addressed and planned prior to construction.

Vice Chair Marsha McLean added the advocacy should be regional in order to talk about the project's connectivity from all areas of Metrolink. Executive Director Bwarie will add the recommendation to Number 2. A. - to advocate for current cities regional project priorities.

By common consent, there being no objection, the SFVCOG FY 2021-2022 Annual Program was adopted as amended.

13. CONSIDERATION OF THE FY2021-22 BUDGET

Requested Action: *Review & Adopt the SFVCOG 2021-2022 Budget*

Executive Director Bwarie reported on the proposed 2021-22 Annual Budget, under Housing Education and Jurisdictional Support, it demonstrates a potential addition of \$40,000 in support of the housing development effort mentioned in the Annual Work Plan Program. The

amount indicated is contingent on the execution of an agreement with SCAG which was approved last year.

Executive Director Bwarie further reported the line item, Sacramento Advocacy Trip, was eliminated and funds were added to the new category, Travel, in case members want to take an advocacy trip. Additionally, the SFVCOG website redesign was completed therefore, it was removed as a line item adding money to the reserves. The budget for supplies, parking, printing, etc. are usually lean and oftentimes, the unused allocation is returned to the general fund at the end of the fiscal year

By Common Consent, there being no objection, the San Fernando Valley Council of Governments (SFVCOG) reviewed and adopted the SFVCOG 2021-2022 Budget.

14. ELECTION OF OFFICERS

a. Election of 2021-2022 Board Chair

b. Election of 2021-2022 Board Vice-Chair

Requested Action: *Elect a Board Chair and Vice-Chair to serve July 1, 2021 through June 30, 2022.*

Executive Director Bwarie reported the SFVCOG is required to hold an election of officers at a regularly scheduled meeting held prior to July 1st of each year. The Chair will conduct the meetings and coordinate presentations with the spokesperson of the organization as well as work closely with the Executive Director and staff. The Vice Chair requirement is to preside over the meeting when the chair is temporarily or permanently unavailable. In the past, nominations were taken from the floor and voted on first for the chair and then the vice chair.

Executive Director Bwarie opened the floor for nominations.

On motion of Board Member Talamantes, seconded by Alternate John Popoch and unanimously carried, the SFVCOG re-elected the current Chair, Monica Rodriguez and the current Vice Chair, Marsha McLean to serve another one-year term.

15. 2021-22 MEETING SCHEDULE

Recommended Action: *Determine Locations and Adopt Regular Meeting Schedule for FY21-22*

Executive Director Bwarie reported the 2021-22 Fiscal Year Meeting Schedule indicates the quarterly meetings dates as stated in the bylaws. Traditionally, SFVCOG meets on the third Thursday in the months of July, October, January, and April. However, Executive Director Bwarie made one change based on Board Members' requests to move the start time from 1:30 to 2:00 p.m. The Metro Executive Management Committee (Committee) moved their meeting to a later time which impacts two SFVCOG Board Members who attend as Committee Members. Discussion ensued on whether to keep the existing time or changing the meeting time to accommodate the SFVCOG Board Members serving on the Committee and compliance with the Brown Act based on the Governor's order.

On motion of Chair Monica Rodriguez, seconded by Vice Mayor Jess Talamantes and unanimously carried, the SFVCOG adopted the Regular Meeting Schedule for FY21-22 and maintained the regular meeting start time of 1:30 p.m.

16. TRANSIT STOPS, AMENITIES, AND STREET FURNITURE

"A Better Bus Experience" Presentation from Metro regarding the options for the SFVCOG to coordinate on street furniture and other transit amenities in the region

Recommended Action: *Discussion and possible action*

Executive Director Bwarie announced the PowerPoint presentation, "We're Bringing you a Better Bus Experience," is available for viewing on the SFVCOG's website. He stated the Metro presentation will address street furniture, the coordination amongst the jurisdictions within our region, resources, assets as well as all the different variables attached to the Better Bus Experience.

Karen Swift, Metro, reported the Sepulveda Transit Corridor Project Alternatives for Environmental Review was posted this morning on Metro's blog, The Source. She asked Board Members to check their inbox for an e-blast and to contact SFVCOG staff to be added to the e-blast list. An anticipated community update meeting is scheduled for later this spring and prior to the governor's public proclamation. Also, an environmental review process report is scheduled for release this fall. Moreover, she offered to provide the SFVCOG a presentation concerning the report.

Tito Corona, Metro, introduced guest speakers, Aaron Weinstein Executive Officer, Cassie Hall, Senior Transportation Planner, with the Customer Experience, and David Daniels, Senior Manager from Stops Zones, to update the SFVCOG on what Metro is doing to create the whole customer experience.

Mr. Weinstein acknowledged a comfortable shaded waiting experience is important to your residents and visitors in your cities especially in the hot summer months. He hopes to work with SFVCOG to provide comfort and shade at all of the region's bus stops.

Cassie Hall introduced the Better Bus Experience as a new initiative, approved this morning, that focuses on the core needs of riders and the most responsive need is shelter. Only 24% of bus stops served by Metro have a transit shelter system and the San Fernando Valley has shelters for only 28% of the bus stops that Metro serves. Metro and the five other transit operators have shelters for only 17% of the bus stops leaving the large majority of riders who are largely low income and persons of color shelter less sometimes in high and extreme heat. She stated it takes two years and at least 12 different municipalities or more to build one sheltered bus stop. For an example, trash receptacle, transit shelters, landscaping, street signs, public art, etc. are taken care of by different departments and agencies. Other challenges are the inequities in investments, the interpretation of 52 different meanings for operators across the region, and the 26 operators across the 62 service areas making communication and coordination among these groups for a bus stop an afterthought.

Ms. Hall reported Metro along with other operators are testing new amenities at bus stops across the County. Metro has pilot projects using solar lights, e-paper, and real-time information posting at bus stops. Metro offers local cities guidance and technical support as agencies and cities improve bus stops and zones particularly using local funding and possibly new federal funding opportunities. She also indicated that Metro looks forward to each city establishing a better permitting process.

Ms. Hall further stated that Metro wants to ensure that investments are directed in building proper bus stop zones and landing pads. The SFVCOG can jointly seek state and federal funding opportunities and leverage private investments and obtain Measure M capital projects

funds being issued in Los Angeles County. Lastly, Ms. Swift was very excited about existing projects, the Mission Mile improvements planned for Sepulveda Boulevard and the City of Canoga Park through safety and urban cooling project in San Fernando Valley that will lead to improved bus stops.

In response to questions posed by Board Members, the Metro Team provided the following:

- Metro has no funding source in conjunction with the Better Bus Experience.**
- Relocating a bus stop and the financier depends on who is making the request. If a business owner makes the request, Metro will contact the city's Department of Public Works to coordinate and explain the request. Then a team will assess the feasibility of relocating the bus stop. The requester is responsible for paying for the expense in moving the bus stop, adding a concrete pad, moving furniture and all in coordination with the Department of Transportation (DOT) and another municipality. For financial assistance, the requester may reach out to the municipality for help.**
- Metro's planning department is working on minimizing the design guidelines requirements for advertisements, street furniture, and e-paper for an example to set the stage for leveraging the acquisition of bus stops, especially for the smaller cities.**
- Metro will meet with various entities from the public to the planners to discuss the importance of amenities. In the planning stages of a larger project, Metro ensures proper lighting at shelters, accessibility, etc. so moving forward when the bus stop zone gets created it has all the amenities.**
- Metro has provided grant funding to purchase approximately 15 bus shelters in the City of Bell, California. Metro may have additional funding for street furniture, etc.**

Chair Monica Rodriguez left the meeting at 2:16 p.m. Vice Chair Marsha McLean presided over the meeting. Also, Councilmember Ara Najarian joined the meeting at 2:38 p.m.

After discussion, Vice Mayor Jess Talamantes made a motion, seconded by Board Member Mary Mendoza, to find an available funding source to make street improvements uniformly through the region.

Following discussion, Executive Director Bwarie recommended considering “how” the SFVCOG might work on this project as a regional collaboration.

John Popoch for Councilmember Bob Blumenfield made a subsequent motion to refer the discussion back to the Transportation Committee to discuss additional information on funding sources, providing a safe/comfortable street furniture design and bring a funding plan or Better Bus Experience plan for the SFVCOG to adopt, by Common Consent, there being no objection, the motion was approved.

**Ayes - 10: Vice Chair Councilmember Marsha McLean,
Dave Perry for Supervisor Kathryn Barger,
Vice Mayor Jess Talamantes,
Councilmember Ara Najarian,
John Popoch for Councilmember Bob Blumenfield,
Meg Healy for Councilmember Nithya Raman,
Debbie Dyer Harris for Councilmember Paul Koretz,
Max Podemski for Councilmember Nury Martinez
Eric Moody for Councilmember John Lee, and
Vice-Mayor Mary Mendoza**

17. BOARDMEMBER ANNOUNCEMENTS

There were no Board Member announcements.

18. NEXT MEETING:

July 15, 2021 at 1:30pm via Zoom

No discussion was held regarding this item.

19. ADJOURNMENT

On motion of Eric Moody for Councilmember John Lee seconded by Vice Mayor Jess Talamantes, the meeting was adjourned at 2:48 p.m.

Public Comments: At this time members of the public can address the San Fernando Valley Council of Governments Board of Directors (Board) regarding any items within the subject matter jurisdiction of the agency that are not separately listed on this agenda, subject to time restrictions, by filling out a Public Comment Card and submitting that card to the Secretary. Members of the public will have an opportunity to speak on agenda items at the time the item is called for discussion. No action may be taken on items not

listed on the agenda unless authorized by law. Whenever possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

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
 JOINT POWERS AUTHORITY FUND V54
 STATEMENT OF RECEIPTS AND DISBURSEMENTS
 JANUARY 1, 2021 THROUGH MARCH 31, 2021**

Fund V54/Org 55665

Cash Balance, January 1, 2021		\$ 209,908.77
Receipts:		
Interest Earnings	1/1/2021	126.55
Interest Earnings	2/1/2021	92.22
Interest Earnings	3/1/2021	60.59
DP AC 21000002718 - COG Measure H	2/2/2021	8,893.00
JVCT CB 21AU0200009 - Measure H CEO E7 Claim #4	2/5/2021	20,709.00
JVCT CB 21AU0200010 - Measure H CEO E7 Claim #5	2/9/2021	4,763.00
JVCT CB 21AU0200011 - Measure H CEO E7 Claim #6	2/12/2021	4,163.00
DP AC 21000003333 - Membership - City of Los Angeles	3/17/2021	35,000.00
Total Beginning Cash Balance and Receipts		<u>\$ 283,716.13</u>
Disbursements:		
AD AU A2101045727 1 LESAR DEVELOPMENT COMPANY - SEP-20	2/11/2021	1,444.25
AD AU A2101045727 2 LESAR DEVELOPMENT COMPANY - OCT-20	2/11/2021	1,221.25
AD AU A2101045727 3 LESAR DEVELOPMENT COMPANY - NOV-20	2/11/2021	1,055.00
AD AU A2101045730 1 STRATISCOPE - NOV-20	2/11/2021	8,333.33
AD AU A2101045730 2 STRATISCOPE - DEC-20	2/11/2021	8,333.33
Total Disbursements		<u>\$ 20,387.16</u>
Cash Balance, March 31, 2021		<u><u>\$ 263,328.97</u></u>

Prepared by
 Los Angeles County
 Department of Auditor-Controller
 Accounting Division
 ML 04/22/21

SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
Budget vs Actual Report
FISCAL YEAR 2020-21

	2020-2021 Adopted Budget	Actuals as of 3/31/2021	Difference
REVENUES			
Member Dues	\$ 120,000	\$ 120,000	\$ -
Sponsorships/Donations	5,000	3,500	(1,500)
Interest	-	1,141	1,141
Grants	30,000	38,528	(8,528)
TOTAL REVENUE	\$ 155,000	\$ 163,169	\$ (8,887)
EXPENDITURES			
Audit	\$ 6,000	\$ 5,013	\$ 987
Events			-
Mobility Workshop	5,000		5,000
Mobility Academy	1,000		1,000
Mobility Academy 2.0	1,000		1,000
Incidental Expenses	500		500
Management Services Contract	100,000	50,000	50,000
Meeting Costs	250	2	248
Office Supplies	250		250
Parking fees	250		250
Postage	50		50
Printing	1,900		1,900
Sacramento Advocacy trip	3,250		3,250
Travel	250		250
Website	5,300	2,500	2,800
Regional Homeless Coordination Services	30,000	14,808	15,192
TOTAL EXPENDITURES	\$ 155,000	\$ 72,323	\$ 82,677

San Fernando Valley Council of Governments



Quarterly Report

June 2021

Overview

The San Fernando Valley Council of Governments Homeless Working Group met six times between January 2021 and June 2021 to provide updates and share homeless resources. The region still faces numerous challenges associated with the COVID-19 pandemic. Federal and State funding has expanded in response to the housing instability caused by the COVID-19 pandemic and the increases in homelessness. Cities within the San Fernando Valley Council of Governments have responded to these impacts by increasing services available to individuals and families at-risk of or currently experiencing homelessness and by implementing innovative new programs to increase their capacity to address service needs. With the eviction moratorium ending at the end of June, this places a renewed focus on expanding prevention services within the San Fernando Valley. The regional dynamic has continued to remain in a state of flux in response to the Judge Carter Ruling, which is currently in legal proceedings after Judge Carter's order to house individuals in Skid Row by October.

Point-In-Time Count (PIT)

[HUD exempts Los Angeles from 2021 Unsheltered Point-In-Time \(PIT\) Count](#). LAHSA typically conducts the PIT count annually, but after obtaining feedback from stakeholders related to the COVID-19 pandemic, it was determined that LAHSA would not conduct a 2021 PIT Count, but instead only proceed with its [Sheltered PIT Count and Housing Inventory Count \(HIC\)](#). City-level data for the [2020 Point In Time Count](#) is still available. The PIT Count typically affects funding, but LAHSA and the Los Angeles County Homeless Initiative are working on measures to maintain current funding levels.

COVID-19/Homeless Response

Federal

American Rescue Plan Act (ARPA)

The American Rescue Plan Act provided \$1.9 trillion in relief to struggling families, workers, farmers, governments, and industries through major allocations focused on housing stabilization.

[Homelessness Assistance and Supportive Services Programs](#)

- The \$5 billion investment can be applied to tenant-based rental assistance, affordable housing development, supportive services, acquisition, and development of non-congregate shelter units.

Emergency Rental Assistance

- The \$21.5 billion allocated for emergency rental assistance adds to the \$25 billion provided by Congress for rental assistance in December 2020. The funds will help stabilize renters and rental property owners during the coronavirus pandemic.

Housing Choice Vouchers

- The plan provides \$5 billion for five years of funding for Housing Choice Vouchers for people experiencing or at risk of homelessness, survivors of domestic violence, and victims of human trafficking.

Child Tax Credits

- Most families with low or moderate incomes will receive one-time payments of \$3,600 for each child under 6, and \$3,000 for each child aged 6 to 17.

State

Governor Newsom's Plan on Homelessness

[Governor Newsom's Proposed Plan on Homelessness](#) dedicates nearly \$12 billion towards homelessness solutions, which would be the largest investment on homelessness solutions in recent years. The plan is slated to help finance 46,000 new units to get people off the streets and into housing.

Housing Solutions

- \$7 billion for Project Homekey expansion.
- \$1.75 billion to build affordable homes.
- \$150 million to stabilize and rehouse Project Roomkey clients.

Ending Family Homelessness

- Governor Newsom's plan seeks to achieve an end to family homelessness within five years by investing \$3.5 billion in new rental support, housing and shelter resources
- \$1.85 billion in new housing for homeless families.
- \$1.60 billion in rental support and homeless prevention for families.
- \$40 million in grants to local government.

Encampment Strategy

- \$50 million in targeted programs and grants to local governments to assist people in moving out of encampments.

Preventing Youth Homelessness

- Provides housing for TAY through Homekey and supporting various youth-focused grant programs.
- \$447 million to address student homelessness at UC, CSU, and CCC.

Clean and Transform California Communities

- \$1.5 billion investment to transform public spaces and clean public spaces.

Regional

County of Los Angeles Homeless Initiative

Los Angeles County's Draft FY 2021-22 Homeless Initiative Funding Recommendations for the upcoming fiscal year includes investments in housing, shelter, street outreach, supportive services, and other strategies, largely using sales tax revenue generated through Measure H, a ¼-cent sales tax approved by Los Angeles County voters in March 2017. Measure H has housed more than 26,000 individuals, sheltered more than 48,000 individuals, and been used to engage more than 39,000 people through street outreach.

Homeless Initiative Funding Process Timeline

- February 4 – Start of the First Public Comment Period.
- April 15 – Public Release of the Draft Recommendations/Second Public Comment Period.
- April 19 –Draft Measure H Funding Recommendations Webinar.
- May 6 – Virtual Public Hearing on Draft Measure H Funding Recommendations.
- June 24 – Final Recommendations Submitted to the Board of Supervisors
- July 13 – Board of Supervisors Meeting to Consider a Vote on the Final Recommendations

The [Draft FY 2021-22 Homeless Initiative Funding Recommendations](#) includes nearly at \$6 million increase in funding for Council of Government contracts and is intended to strengthen the Coordinated Entry System (Strategy E7 CEO).

Los Angeles Homeless Services Authority (LAHSA)

HUD is planning to release the Notice of Funding Availability (NOFA) for the Fiscal Year (FY) 2021 Continuum of Care (CoC) Program Competition June/July 2021.

Right to Housing

April 2021 LAHSA's Commission approved a "Right to Housing" brief which helps define and analyze a "right to housing" approach by exploring international standards and efforts, as well as applicable U.S. legislative attempts. A report will be produced to the Los Angeles City Council on establishing a "right to housing" framework in the city.

Universal Housing Application

Los Angeles Homeless Services Authority (LAHSA), Los Angeles County Development Authority (LACDA), and the Housing Authority of the City of Los Angeles (HACLA) announced the launch

of a new Universal Housing Application (UHA) that consolidates 15 different paper housing applications into one digital application. By using it, LAHSA, HACLA, and LACDA – through LAHSA’s Housing Central Command (HCC) – can shave up to 30 days off the application process that matches people experiencing homelessness with suitable permanent housing across Los Angeles County.

SFVCOG City Updates

City of Glendale

The City of Glendale completed two rounds of ESG-CV and HHAP funds. The city focused funding opportunities on Project Roomkey decompression and rehousing. The city is currently in the process of re-implementing a program that works with homeless clients exiting from hospitals to help them transition into housing. Additionally, the city is working with YWCA Glendale on race equity initiatives.

City of Los Angeles

Continuing to advance Homeless Road Map activities. The city opened two tiny home villages in Los Angeles Council District 2 and District 3.

City of San Fernando

The city approved an RFP and awarded that RFP to a consultant for their Homelessness Plan. City officials highlighted concerns raised from local stakeholders on the growing population of unsheltered homelessness. The city established a Homeless Outreach Support Team detail.

City of Santa Clarita

The city evaluated and funded grant applications for City Innovation Funds. In addition, they launched a city homelessness website and a comprehensive resource guide. Bridge to Home and the City of Santa Clarita are currently working together to find a new location for the Bridge to Home shelter. The city is developing a by-name registry to achieve functional zero and a drug detox center in collaboration with Tarzana Treatment Centers. Finally, the city is approaching its three-year anniversary of the task force on homelessness, presenting an opportunity to assess performance.

City of Burbank

The City of Burbank is currently in the process of updating their homelessness plan. The city has continued to move forward with developing a safe storage facility at a city-owned site and is looking at adjacent city-owned site for potential housing opportunities. They also successfully implemented an emergency rent relief program to assist with rental arrears.

Evictions

According to the [National Equity Atlas](#), California's estimated rent debt is \$4.2 billion. 911,000 households are behind on rent. Seventy-eight percent of renters in debt are low income and 76 percent are people of color.

The Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020 (AB 3088), effective August 31, 2020; and the COVID-19 Tenant Relief Act (SB 91), effective February 1, 2021 comprise California's Eviction Moratorium. These laws protect tenants with a COVID-19-related financial impact from eviction for nonpayment of rent if the tenant provides the landlord with a signed declaration of financial distress.

Due to the effects of the COVID-19 pandemic, SB 91 extended and expanded the protections created by AB 3088. SB 91 extended the moratorium against evictions to June 30, 2021, extended the protections of "no cause" evictions, and made financial assistance available to financially distressed qualifying landlords and tenants. Beginning July 1, 2021, landlords can take tenants to small claims court to recover unpaid rent debt regardless of how much the tenant owes.

Cities have made COVID-19 rental relief funds available to tenants and have posted information and updates on city websites and social media and are ensuring that city staff who interact with the public are educated on the latest information. Additionally, cities are making sure that tenants are aware of legal aid resources.

Judge Carter Ruling

The original lawsuit was filed in March 2020 by U.S. District David Carter and group of business owners, residents and community leaders called the LA Alliance for Human Rights. It called for city, county and homelessness officials to provide shelter or alternative housing arrangements for ~7,000 homeless county residents living near freeway overpasses, underpasses and ramps citing health concerns due to exposure to car exhaust and pollution. The lawsuit accused the city and county of failing to address the homelessness crisis that has seen encampments increase throughout greater Los Angeles.

Under an agreement reached June 2020, the county and city governments vowed to make 6,700 shelter beds available within 18 months. In the plaintiff's documents Judge Carter highlighted that while at least 1,300 beds were made available, only 396 were provided for people who reside near freeways or are 65 years or older.

In April 2020, Judge Carter ordered the city and county to find shelter for all unhoused residents of the Skid Row area of downtown by October, conduct an audit on homeless response spending, and demanded that the city take \$1 billion that was allocated to spend on the crisis and put in an escrow account. The city and county responded by appealing the case to the 9th U.S. Circuit Court of Appeals and won a temporary pause of the deadlines in Judge Carter's order.

Ongoing Activities

LDC continued to facilitate the Monthly Homelessness Working Group on the second Monday of the month via Microsoft Teams videoconference. Regular email updates, notes, and communication around key initiatives were sent out to SFVCOG Homelessness Working Group members.

Regional Goals to Combat and Prevent Homelessness

The regional goals for the SFVCOG were approved January 2019.

1. Increase Partnerships between Cities, Key Stakeholders, and local Measure H funded contractors.
2. Pro-Actively collaborate with the County and nonprofit agencies to Address Individuals and Families Living Unsheltered and in Encampments.
3. Support the Creation of Interim Housing Opportunities and Other Short-Term Interventions to Quickly Move People Off the Streets.
4. Increase Rental Assistance Resources and Services for Preventing Homelessness as well as Exiting Homeless Households Rapidly.
5. Support the Development of Affordable and Permanent Supportive Housing.



San Fernando Valley Council of Governments

DATE: July 12, 2021
TO: Board of Directors
FROM: John Bwarie, Executive Director
RE: **2021 SFVCOG Appointees Review**

RECOMMENDATION

Reaffirm current external appointees to external bodies as presented.

BACKGROUND

The SFVCOG Board has the responsibility to appoint members and designees to various external boards and committees to represent the SFVCOG's interest. Each year at its first meeting of the fiscal year, the Board is charged to review and reaffirm (or replace) current external appointees. The following are the current external appointees:

Metro

Metro Technical Advisory Committee Member

Jason Smisko, Senior Transportation Planner, City of Santa Clarita (May 26, 2016)

Qualifications: Must be a technical expert (not an elected official) able to serve on this committee and miss no more than two (2) consecutive meetings. Committee members shall serve until either reappointed or a successor is duly appointed and qualified. All appointments to the Committee shall be made in writing, subject to ratification by LACMTA. Committee members shall be selected on the basis of their technical and professional qualifications in the field of transportation planning, management and engineering.

Metro Streets & Freeways Subcommittee Member

Edward Hitti, Assistant Director of Public Works for the City of Glendale (March 2018)

Qualifications: Must be a technical expert (not an elected official) able to serve on this committee and miss no more than two (2) consecutive meetings. Committee members shall serve until either reappointed or a successor is duly appointed and qualified. All appointments to the Committee shall be made in writing, subject to ratification by LACMTA. Committee members shall be selected on the basis of their technical and professional qualifications in the field of transportation planning, management and engineering.

Metro Policy Council

John Bwarie, SFVCOG Executive Director (March 2017)

David Kriske (Alternate), Assistant Community Development Director, Transportation for the City of Burbank (March 2018)

LA County Homelessness Task Force (via LAHSA):

Jerrid McKenna, Homeless Coordinator, City of Santa Clarita (January 2017)

League of CA Cities Representative

Councilmember Marsha McLean, City of Santa Clarita (October 2020)

Qualifications: They are an elected official (Mayor or City Councilmember) of the Division

SCAG

The SFVCOG gets three appointees to the SCAG policy committees. Current appointees include:

SCAG Transportation Committee:

Mayor Ara Najarian, Glendale (7/19/2018)

SCAG Energy & Environment Committee:

Councilmember Sharon Springer, Burbank (1/17/2019)

SCAG Community, Economic & Human Development Committee:

Councilmember Bill Miranda, Santa Clarita (3/16/17)

To be considered for this position, the appointee must be an elected official from a member jurisdiction and not hold another seat on the committee. This means no current RC members from our jurisdiction are eligible nor are LA City Councilmembers or Supervisors, as they hold seats on the RC by nature of their position. The basic commitment is attendance at their respective policy committee from 10:00 a.m. – noon on the first Thursday of the month. The representative will receive a \$120 stipend and transportation costs for each meeting attended.

All appointees serve at the will of the Board and last until the appointee and/or the Board take action to end the appointment. Preference is given to Board members who wish to serve and meet the qualifications for the appointment.



San Fernando Valley Council of Governments

DATE: July 6, 2021
TO: SFVCOG Board of Directors
FROM: John Bwarie, Executive Director

RE: Recommendation of the SFVCOG Upper Los Angeles River and Tributaries (ULART) ad hoc Committee

RECOMMENDATION

Direct staff to

- 1. Assess projects included in the Design Areas for each tributary included within the ULART Plan, with jurisdictional and MRCA input, to identify the unique funding needs of each tributary based on the current status of project development (i.e. feasibility analysis, design, construction, etc.).*
- 2. Working with MCRA and based on the current status of project development, develop a project package inclusive of each tributary within the SFVCOG region included in the ULART Plan to match to various sources of funding.*
- 3. Advocate for funding for the package of ULART projects in the SFVCOG region*

BACKGROUND

During the 2017-2018 legislative session, Governor Brown signed Assembly Bill 466 (AB 466) — establishing within the Santa Monica Mountains Conservancy (SMMC), a Working Group focused on the revitalization efforts in the upper LA River Watershed. This Working Group, similar to the Working Group established by AB 530 for the Lower LA River, was charged with the development of a plan “through watershed-based planning methods and community engagement, a revitalization plan for the Upper LA River, the tributaries of the Pacoima Wash, Tujunga Wash, and Verdugo Wash, and any additional tributary waterway that the Working Group determines to be necessary, which included the addition of the Aliso Canyon Wash and Burbank Western Channel. The bill required the revitalization plan to address the unique and diverse needs of the communities through which these waterways pass; in addition, “The revitalization plan shall require a master planning process that includes community engagement and a prioritization of disadvantaged communities.”

The Working Group concluded its work in creating a plan for the region in mid-2020. The plan was adopted and is entering the implementation phase. This is a unique opportunity for the SFVCOG to take an active role in bringing coordinated, regional resources to discrete projects that have regional significance.

The SFVCOG ad Hoc committee discussed ways the COG could take on these roles, and rather than duplicate work done by MRCA, the committee suggested working to use their baseline efforts, along with work done by the local jurisdiction of the project, to see what was missing from bringing these projects to fruition. Once this information is compiled, staff can work to develop a package of projects at various statuses, and then seek funding that could support the advancement of the projects.

CURRENT POSITIONS

The SFVCOG Board voted to establish an ad Hoc Committee to present these recommendations at its January 21, 2021 meeting.

**AMENDMENT NUMBER 1 (ONE) TO EXECUTIVE DIRECTOR SERVICES AGREEMENT
JULY 15, 2021**

THIS AMENDMENT NUMBER ONE (1) TO THE EXECUTIVE DIRECTOR SERVICES AGREEMENT TO THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS dated December 3, 2019 (hereinafter "Agreement") is made and entered into by and between the SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("SFVCOG"), and Stratiscope ("CONTRACTOR").

RECITAL

WHEREAS, the SFVCOG and CONTRACTOR entered into the Agreement regarding certain services to be provided on December 3, 2019;

WHEREAS, the Parties desire to extend the term of the Agreement as provided herein; and

NOW, THEREFORE in consideration of the foregoing premises and mutual promises and covenants of the parties hereto, the parties mutually agree as follows:

CHANGES PER THIS AMENDMENT

Section 1 of the Agreement shall be deleted and replaced with the following:

1. Term of Agreement. This Agreement shall commence on January 1, 2020 and shall terminate on the earlier of: (i) December 31, 2021 or (ii) as set forth in paragraph 1.1, unless extended as provided herein. This Agreement may be extended on an annual basis through December 31, 2024 upon annual approval by the SFVCOG.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the date shown below.

////

////

////

////

////

////

////

////

////

(ALL SIGNATURES ARE IN THE NEXT PAGE)

CONTRACTOR

By: _____
John Bwarie, Stratiscope

Date: _____

**SAN FERNANDO VALLEY
COUNCIL OF GOVERNMENTS**

By: _____
Monica Rodriguez, SFVCOG Chair

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Shan Thever
Deputy County Counsel

**MEMORANDUM OF UNDERSTANDING
No. M-029-21**

SCAG Overall Work Program (OWP) No: 300-4872Y0.03

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

CFDA Number and Name: N/A

Federal Award Identification Number (FAIN) No: N/A

Federal Award Date: N/A

Total Amount of the Federal Award: N/A

Federal Award Project Description: N/A

Federal Awarding Official: N/A

Sub-Recipient Name: San Fernando Valley Council of Governments (SFVCOG)

Sub-Recipient's DUNS No: TBD

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$395,000

Total Amount of the Sub-Award: \$395,000

Subaward Period of Performance Start Date: September 3, 2020

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: SFVCOG REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS AND OUTREACH

Subaward Project Description: SFVCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach will utilize REAP funding to implement planning projects to further the development of housing within the SFVCOG jurisdiction.

**MEMORANDUM OF UNDERSTANDING
No. M-029-21**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND
THE SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS (SFVCOG)
FOR SFVCOG REGIONAL EARLY ACTION PLANNING (REAP) GRANT
PARTNERSHIPS AND OUTREACH
(SCAG Project/OWP No. 300-4872Y0.03)**

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and the **San Fernando Valley Council of Governments (SFVCOG)** (“Sub-Recipient”), for **SFVCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach**, subsequently herein referred to as “Project.” SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”

RECITALS

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to \$47,471,023 (the “Full Funding Amount”) to SCAG under the Regional Early Action Planning Grant Program (the “REAP Program”), the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);

WHEREAS, based on SCAG’s Regional Council action at its March 5, 2020 meeting, of the authorized Full Funding Amount, approximately up to \$23 million will be allocated to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation (“RHNA”) (the “Subregional Partnership Program”), and the funding amount available for each subregional partner will be based on the final Sixth Cycle of RHNA allocation;

WHEREAS, the Department approved SCAG’s application for a Request for Advance Allocation on April 14, 2020, to receive \$11,867,755 (up to 25% of the Full Funding Amount allocated) (“Phase 1 Funding”) and a Request for Allocation for the remaining funding is expected to be authorized in 2021;

WHEREAS, on September 3, 2020, SCAG’s Regional Council approved Subregional Partnership Program Guidelines (the “Guidelines”) and authorized SCAG’s Executive Director or his designee to enter into agreements with the designated subregional partner under the REAP Program;

WHEREAS, the Sub-Recipient, as the designated subregional partner, developed and submitted their proposals consistent with the Subregional Partnership Program Guidelines (“Project”) and SCAG reviewed and approved the Project;

WHEREAS, pursuant to its annual Overall Work Program (“OWP”), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Subregional Partnership Program;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project;

WHEREAS, SCAG, for the benefit of the Project, will hire a consultant (“Consultant”) to perform the services required for the Project as described in the REAP Subregional Partnership Program application (“Scope of Work”);

WHEREAS, consistent with the funding schedule in the Subregional Partnership Program Guidelines, SCAG shall contribute a maximum, not to exceed full suballocation amount of state funds for the Project as detailed in Section 5 (Funding Requirements) (“Grant Funds”). The Grant Funds include funding to be utilized by SCAG for the procurement of the Consultant, and for payments to the Consultant under SCAG’s contract with the Consultant. Section 6 (Compensation) specifies the amount of Grant Funds to be provided directly to Sub-Recipient.

WHEREAS, as detailed in Section 5 (Funding Requirements) Phase 1 Funding shall be allocated to the Project subject to the provisions of this Agreement upon the Effective Date of this MOU. Phase 2 Funding will only be allocated to the Project upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, costs incurred by Sub-Recipient for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG;

WHEREAS, the Sub-Recipient’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work is performed by the Consultant;

WHEREAS, subject to the conditions described in the Subregional Partnership Program Guidelines, reimbursable activities by the Sub-Recipient and Consultant will begin on September 3, 2020, and shall be completed by June 30, 2023;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipient related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. MOU Contents

This MOU is comprised of these terms and conditions and any attached Exhibits and may be amended only by written agreement between SCAG and the Sub-Recipient. The Recitals to this Agreement are also incorporated herein by this reference.

2. Scope of Work

- a. The Sub-Recipient shall perform its duties under the Scope of Work and under this MOU, in accordance with applicable State requirements, and the provisions of this MOU.
- b. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project. SCAG intends to use state funds to meet its funding obligations described herein.
- c. The Sub-Recipient shall use the Grant Funds to perform its duties in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the Subregional Partnership Program application and any subsequent applications.
- d. The Sub-Recipient has requested that SCAG procure a Consultant for the benefit of the Project. SCAG will enter into a contract with the selected Consultant.
- e. If SCAG is able to contract for services at a lower cost than outlined in Sub-Recipient's Subregional Partnership Program application and approved Scope of Work budget, including any contingency retained by SCAG for Consultant costs, the remaining funds may be used to fund other REAP programs by SCAG. The Sub-Recipient shall have the opportunity to submit a revised Scope of Work Approval form detailing a proposed use for the remaining funds within 30 days of execution of the contract creating the cost savings. The proposed use is subject to approval by the SCAG Project Manager, and must be proposed to fund meaningful work which adheres to the guidelines.
- f. The approved Scope of Work shall be documented using the Scope of Work Approval Form, attached hereto as "Exhibit A" and incorporated herein by this reference and subsequently herein referred to "Approval Form." The completed Approval Form must be signed and agreed upon by Subrecipient Project Manager and SCAG Project Manager, prior to the performance of the Scope of Work. The completed Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The completed Approval Form may be amended subject to approval by SCAG. No alteration or deviation of the Scope of Work shall be valid unless the completed Approval Form is amended and properly signed and agreed upon by both Parties.
- g. The Sub Recipient's Scope of Work includes, but is not limited to, the following activities that shall be carried out in coordination with SCAG.
 - i. Draft all scopes for the Project work;
 - ii. Act as Project manager (PM) point of contact for procurements (with SCAG Analyst);
 - iii. Write and negotiate the final Task Order/Notice to Proceed for the Consultant;
 - iv. Direct the work of the Consultant;
 - v. Review and approve Consultant invoices prior to submission to SCAG;
 - vi. Reporting/invoicing as necessary.

- h. Following execution of the contract between the SCAG and the Consultant, the Sub-Recipient shall be responsible, in consultation with SCAG, for overseeing and managing the Consultant's activities in performing the Scope of Work, and the Consultant's compliance with its obligations under the Consultant's contract with SCAG. Each Party's Project Manager shall review and approve Consultant's invoices.
- i. The Sub-Recipient's Project Manager shall be responsible for final approval of Consultant's deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the Sub-Recipient's Project Manager shall consult with SCAG's Project Manager.
- j. In the event that the Sub-Recipient believes an amendment to the Consultant contract is required, the Sub-Recipient shall notify SCAG's Project Manager in writing of the recommended changes and basis therefor. Any decision to amend the Consultant contract shall be made by SCAG, in its sole discretion. Sub-Recipient shall have no authority to promise or execute any such amendment, and Sub-Recipient shall not make any representations to the Consultant regarding a proposed amendment.
- k. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 7 of this MOU.
- l. The Sub-Recipient agrees that SCAG, or its authorized representative(s), shall 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 shall be kept and maintained by the Sub-Recipient and shall be made available to SCAG during the term of this Agreement unless SCAG's advance written permission is given to dispose of any such material.

3. Term

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2023, hereinafter referred to as the "Completion Date," unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. Program Management

- a. All work under this MOU shall be coordinated with SCAG and the Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

Ma'Ayn Johnson
Housing Program Manager
(213) 236-1975
johnson@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

- c. For purposes of this MOU, the Sub-Recipient designates the following individual as its Project Manager:

Name
Title
Phone
Email

The Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG's contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000), which amount includes the funds to be paid by SCAG to the Consultant. SCAG shall not be obligated to make payments for any Project costs that exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000). The foregoing amount includes both the Phase 1 Funding and Phase 2 Funding.
- b. Phase 1 Funding in a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) of state funds shall be allocated to the Project subject to the provisions of this Agreement upon the Effective Date of this MOU.
- c. Phase 2 Funding in a not to exceed amount of One Hundred Ninety-Five Thousand Dollars (\$195,000) will only be made available as detailed in subparagraph (d) below.
- d. Funds related to any approved Phase 2 project components will only be allocated to the Project upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, Sub-Recipient agrees and acknowledges that any costs it incurs for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG, notwithstanding the amounts identified in this Agreement. SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program.
- e. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 22 of this MOU.
- f. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, the Department or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Such repayment shall include interest, penalties or related fees, as determined by the Department or other State authorities. Should the Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Sub-Recipient.

6. Compensation

- a. The maximum amount payable to Sub-Recipient under this Agreement, including all expenses, shall not exceed \$XXX,XXX, subject to Sections 3 (Term) and 5 (Funding Requirements) of this Agreement. SCAG shall not be obligated to make payments to Sub-Recipient under this Agreement for any costs that exceed the foregoing sum. The foregoing sum includes both Phase 1 Funding and Phase 2 Funding and is subject to the provisions below.
- b. Phase 1 Funding in a not to exceed amount of xxx Dollars (\$xx) shall be available for payment to Sub-Recipient in accordance with the terms of this Agreement upon the Effective Date of this MOU.
- c. Phase 2 Funding in a not to exceed amount of xxx Dollars (\$xx) will only be made available for payment to Sub-Recipient as detailed in Section 5(d) of this Agreement.
- c. This is a Lump Sum with Milestone/Progress Payment Agreement. Sub-Recipient shall be paid based upon completion of deliverables as outlined in the Scope of Work Approval Form.

7. Invoices and Progress Reports

- a. SCAG's contribution to the Project shall be made on a reimbursement basis to the Sub-Recipient after the Sub-Recipient has performed the services made pursuant to the Scope of Work, and as direct payments to the Consultant under SCAG's contract with the Consultant. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and SCAG Project Manager.
- b. Not less frequently than once in every month, the Sub-Recipient shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit B." SCAG shall reimburse the Sub-Recipient for paid Staff charges. The Invoice Report shall be accompanied by the attachments noted on the Invoicing Checklist and shall include a narrative description of the progress towards completion of tasks related to the Project, along with copies of paid Staff charges and a proof of the payments.
- c. The Invoice Report shall include the following information:
 - 1) Names of Sub-Recipient personnel performing Project work
 - 2) Dates and times of Project work
 - 3) Location of Project work
 - 4) Itemized costs, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including timesheets showing charges to the Project; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) The Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow the SCAG's Project Manager to determine if the Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to

communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

- d. Incomplete or inaccurate invoices shall be returned to the Sub-Recipient unapproved for correction.
- e. All direct costs billed must be specifically identified and supported with original receipts, invoices, or statements. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipient, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the following link: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Also see website for summary of travel reimbursement rules.
- f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the Sub-Recipient shall submit a Quarterly Report using the Sub-Recipient Report Template provided by SCAG Project Manager to the Sub-Recipient Project Manager prior to the due date. A copy of the Sub-Recipient Report Template is attached hereto as "Exhibit C" and incorporated herein by this reference and subsequently herein referred to as the "Report Template". The Report Template may be modified at any time by the SCAG Project Manager, and will be provided to the Sub-Recipient Project Manager as soon as the change is in effect. The Quarterly Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.
- g. By February 10 of each year following receipt of funding pursuant to this MOU, the Sub-Recipient shall submit an Annual Report using the Report Template. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant as well as progress toward completion of tasks related to the Project for the prior year and a reporting of all costs incurred regarding the Project for that period.
- h. On April 10, 2021, the Sub-Recipient Project Manager shall submit the Housing Element Progress portion of the Report Template to SCAG Project Manager. The Housing Element Progress section shall thereafter be required annually, as part of the Annual Report due on February 10 of each year.
- i. As each project is finalized, and no later than July 21, 2023, the Sub-Recipient shall submit a Close-Out Report for each project, in a format to be determined by the SCAG Project Manager. At the time of the drafting of this MOU, the Awarding Agency, State of California, Department of Housing and Community Development has not provided the requirements for the Close-Out Report due to the Department by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipients is not available at this time, but will be provided to the Sub-Recipient Project Manager by SCAG Project Manager once it becomes available.
- j. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4872.03) shall be referenced from the Effective Date through June 30, 2023.

- k. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this Agreement (e.g., 7/21/21, 7/21/22, & 7/21/23). SCAG shall not be obligated to pay the Sub-Recipient for any invoice received after such date.

8. Accounting Records

- a. The Sub-Recipient shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by work elements.
- b. The Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.
- c. The Sub-Recipient shall maintain documentation of its competitive bid process consistent with the Sub-Recipient's procurement procedures and comply with the requirements set forth in Section 2.f, all applicable laws, rules, regulations and ordinances applicable to Sub-Recipient governing procurement, and all applicable provisions of California state law, and financial records of expenditures incurred during the course of the project in accordance with GAAP.
 - i. The Sub-Recipient agrees that SCAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU.
 - ii. The Sub-Recipient shall be responsible for maintaining accounting records as specified above.
- d. SCAG's contract with the Consultant will include the accounting requirements contained in this section, and Sub-Recipient shall assist with ensuring compliance by the Consultant with such requirements.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Grant Funds shall be expended in compliance with the terms and provisions of the Notice of Funding Opportunity (NOFA) for the REAP Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019), which includes associated forms and guidelines and this Agreement.
- b. Grant Funds shall only be used by the Sub-Recipient for project activities approved by SCAG that involve planning activities in accordance with the NOFA published by the Department.
- c. Grant Funds may not be used for administrative costs of persons employed by the Sub-Recipient for activities not directly related to eligible activities.

- d. The Sub-Recipient shall use no more than 5 percent (5%) of the total Grant Funds for administrative costs related to the Project, or a maximum of Nineteen Thousand Seven Hundred Fifty Dollars (\$19,750), whichever is lower. For purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly progress reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-recipient to support the Sub-recipient's administration of the Project.
- i. The Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
 - ii. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards. The cognizant agency for indirect costs means the federal agency responsible for reviewing, negotiating, and approving indirect cost allocation plans or indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only if the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency on or before the Effective Date of this MOU.
 - iii. All indirect costs may only be charged as administrative costs and are subject to limit on administrative costs set in Section 9d.
 - iv. The Sub-Recipient must inform SCAG in writing if an ICAP/ICRP will be utilized, and indirect costs charged to the administrative cost allowance on or before the Effective Date of this MOU.
- e. The Sub-Recipient shall be accountable to SCAG and the Department to oversee Consultants' performance. The agreement between SCAG and the Consultant shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.
- f. SCAG will provide reimbursement only for approved and eligible costs incurred after September 3, 2020, as described in the conditions of the Subregional Partnership Program Guidelines.
- g. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. The Sub-Recipient that does not formally request adoption of the funded activity may be subject to repayment of the Grant Funds.
- h. In the event that it is determined, at the sole discretion of SCAG, that the Sub-Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Sub-Recipient shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Sub-Recipient meets the terms and conditions after a stop work order, and to deliver a written notice to the Sub-Recipient to resume work under the Agreement.

10. Electronic Version of Work Products

- a. For purposes of this Agreement, "Work Products" shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.
- b. The Sub-Recipient shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and shall grant to the Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Sub-Recipient's sole risk and without liability or legal exposure to SCAG.
- d. Subject to any provisions in the California Public Records Act to the contrary, SCAG's contract with the Consultant shall require that all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Sub-Recipient or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care.

11. MOU Changes

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

To Sub-Recipient: Name
Title
Agency
Address
Address
Phone
Email

13. Insurance

The Sub-Recipient, at its own expense, shall procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. Notwithstanding the foregoing, Sub-Recipient shall have the right, at its election but upon written notice to SCAG, to maintain all such insurance required under this Section 13 under a program of self-insurance or self-administered claims in lieu of purchasing such insurance; provided, however, that the scope and coverage limits are not less than those required below in subdivisions (a) and (b) below and provided, further, that the provisions in subdivision (c) apply to any self-insurance program. Any notice by Sub-Recipient shall detail consistency of its self-insurance program with the requirements of this Section 13. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion. SCAG shall, in its contract with the Consultant, require that the Consultant provide insurance as specified in this section, and as further detailed in subparagraph (g) below.

- a. Minimum Scope of Insurance – Coverage shall be at least as broad as:
- 1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.
 - 2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.
 - 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - 4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession. This policy is only required to be provided by the Consultant.
- b. Minimum Limits of Insurance – The Sub-Recipient and SCAG shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipient with a combined single limit of not less than \$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.

- 3) Workers' Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers' Liability Insurance with a limit of not less than \$1,000,000 each accident.
 - 4) Professional Liability Insurance: With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.
- c. Other Insurance Provisions – Both Sub-Recipient and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 1) SCAG, its officials and employees are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of the Sub-Recipient, products and completed operations of the Sub-Recipient; premises owned, occupied or used by the Sub-Recipient; or automobiles owned leased, hired or borrowed by the Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
 - 2) For any claims related to this Project, the Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipient's insurance and shall not contribute with it.
 - 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - 4) The Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5) Workers' Compensation and Employer's Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.
- d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- f. Verification of Coverage – The Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- g. Consultant Insurance Requirements- SCAG shall require that the Consultant provide insurance in the types and amounts as specified above. SCAG shall require that the Consultant name the Sub-Recipient as an additional insured and provide the above specified endorsements in favor of Sub-Recipient as well as in favor of SCAG.

14. Indemnification

- a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU.
- b. SCAG shall require that the Consultant provide indemnification for Sub-Recipient to the same extent as SCAG, in the contract(s) between SCAG and the Consultant for work related to this Agreement.

15. Records Retention and Audits

- a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program ("OWP"), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.
- b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipient, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipient upon request at no cost to the Sub-Recipient.

- c. At any time during the term of this Agreement, SCAG and the Department may perform a financial audit of any and all phases of the award. At SCAG and the Department's request, the Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department has the right to review project documents and conduct audits during project implementation and over the project life.
- d. The Sub-Recipient agrees that SCAG and the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Sub-Recipient agrees to provide any relevant information requested.
- e. The Sub-Recipient agrees to permit SCAG and the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.
- f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Sub-Recipient until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter. SCAG shall include this records retention requirement in its contract with the Consultant.
- g. If applicable, the Sub-Recipient agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipient in compliance with Subpart F of the Office of Management and Budget's Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipient is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.
- h. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

16. General Terms and Conditions

- a. The Sub-Recipient shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017) now incorporated by reference. Such requirements shall apply to the Sub-Recipient to the same extent as SCAG and may include, but are not limited to:
 - 1) Recycling Certification
 - 2) Non-Discrimination Clause
 - 3) Anti-Trust Claims
 - 4) Child Support Compliance Act
 - 5) Priority Hiring Considerations
 - 6) Small Business Participation and DVBE Participation

17. Equal Employment Opportunity/Nondiscrimination

- a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.
- d. The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.
- e. In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.
- f. If required by Department, additional or alternate sanctions for noncompliance may be imposed.

18. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

19. Independent Contractor

The Sub-Recipient and its officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

20. Disputes

- a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department's Housing Policy Development Manager (or the Manager's designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.
- b. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:
- c. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient's Project Manager and SCAG's Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.
- d. If the Parties are unsuccessful in resolving the dispute under (c) above, they may:
 - 1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or
 - 2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.
- e. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, as determined by a court of competent jurisdiction in said proceeding.

21. Noncompliance

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 22.

22. Termination of MOU

- a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and the Sub-Recipient shall be paid for all services performed by the Sub-Recipient through the effective date of termination, provided the required consultation between the Sub-Recipient and SCAG has been undertaken in accordance with Section 2(f) of this MOU. Any Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.
- b. **Termination for Cause (Sub-Recipient Default).** If through any cause, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide a reasonable opportunity for the Sub-Recipient to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.
- c. **Termination for Cause (SCAG Default).** If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipient shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipient shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipient invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipient at its option.

23. Non-Assignment

- a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.
- b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon, each of the Parties and their respective successors and assignees.

24. Release of Information

The Sub-Recipient shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

25. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and the Sub-Recipient. This Agreement shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

26. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

27. Survival

The following sections survive expiration or termination of this MOU:

- Section 10 (Electronic Version of Work Products)
- Section 14 (Indemnification)
- Section 20 (Disputes)
- Section 24 (Release of Information)

28. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

29. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

30. Standard of Care

The Parties shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

31. Force Majeure

Neither the Sub-Recipient nor SCAG shall be liable or deemed to be in default for any delay or failure in performance under this MOU and Consultant shall not be liable under its contract with SCAG for interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Sub-Recipient, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

32. Execution of MOU or Amendment

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

33. Effective Date

This MOU shall be effective as of the last date in which the document is executed by both Parties.

34. Entire MOU

This MOU, including the attached Exhibits A, B C, and D represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

35. Authority

The Sub-recipient warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-recipient's governing body, authorizing receipt of SCAG Grant Funds, and directing and designating the authorized representative(s) of the Sub-recipient to act in connection with the Project specified and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-029-21**

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____ Date _____
Cindy Giraldo
Chief Financial Officer

APPROVED AS TO FORM:

By: _____ Date _____
Michael R.W. Houston
Chief Counsel

San Fernando Valley Council of Governments (“Sub-Recipient”)

By: _____ Date _____
Name _____
Title _____

APPROVED AS TO FORM:

By: _____ Date _____
Name _____
Title _____

Commented [MD1]: Please fill in signatories and provide their emails to me when you return the MOU