



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

BOARD OF DIRECTORS SPECIAL BOARD MEETING AGENDA

Monday, October 6, 2025 — 10:00 a.m.

Old Town Newhall Library

24500 Main St, Santa Clarita, CA 91321

BOARD OF DIRECTORS

Chair: Mayor Mary Mendoza, City of San Fernando

Vice-Chair: Councilmember Nithya Raman, 4th District, City of Los Angeles

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

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

Vice-Mayor Tamala Takahashi, City of Burbank

Councilmember Elen Asatryan, City of Glendale

Councilmember Marsha McLean, City of Santa Clarita

Councilmember Adrin Nazarian, 2nd District, City of Los Angeles

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

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

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

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

STAFF

SFVCOG Fiscal Agent: Rachelle Anema, County of Los Angeles

SFVCOG Secretary: Los Angeles County Commission's Office

John Bwarie, Executive Director, San Fernando Valley COG

Elizabeth Pennington & Ayano Wolff, Deputy County Counsels, County of Los Angeles

Andrew Said, City Attorney, City of Los Angeles

OPEN SESSION

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS

5. EXECUTIVE DIRECTOR REPORT

Updates, remarks and recommendations from the Executive Director

6. MINUTES

July 14, 2025 Board of Directors Meeting Minutes ([PAGE 4](#))

Recommended Action: *Approve minutes.*

Public Comment/Correspondence

7. FINANCIAL REPORT ([PAGE 18](#))

Review FY 2025-26 Financials July 14, 2025 through October 1, 2025

Recommended Action: *Receive and file financial report.*

Public Comment/Correspondence

8. SEPULVEDA TRANSIT CORRIDOR ([PAGE 19](#))

Recommended Action: *Approve or modify the San Fernando Valley Council of Governments (SFVCOG) Transportation Committee recommendation of submitting Options 5 and 6 as the SFVCOG's preferred options, and direct staff to submit formal comments consistent with this decision.*

Public Comment/Correspondence

9. SAN FERNANDO RIGHT OF WAY ([PAGE 22](#))

Recommended Action: *Approve the recommendations from the ad hoc committee to establish Scenario 2 with conditions as the SFVCOG's formal position on this project.*

Public Comment/Correspondence

10. LACAHS MOU AND THE CITY OF SAN FERNANDO MOU ([PAGE 25](#))

Recommended Action: *Delegate Authority to the Executive Director to execute an Memorandum of Understanding a) with Los Angeles County Affordable Housing Solutions Agency (LACAHS) for Measure A formula funds. The \$431,315.00 in Measure A formula funds (2025–2026) will support local affordable housing efforts. Funds are provided through the Los Angeles County Affordable Housing Solutions Agency*

(LACAHSA) and will be passed through to the City of San Fernando. This MOU ensures the City receives these resources to advance housing solutions that benefit the San Fernando Valley community., and b) with the City of San Fernando to receive those formula funds. Under this agreement, SFVCOG will pass through the full \$431,315.00 in Measure A formula funds (2025–2026) to the City of San Fernando. This ensures the City directly receives and administers the funds to advance local affordable housing projects that benefit the community.

Public Comment/Correspondence

11. AGENDA ITEMS FOR FUTURE BOARD MEETINGS

12. BOARD MEMBER ANNOUNCEMENTS

13. NEXT MEETING

Board Meeting: January 12, 2026 in Glendale at 10:00am

14. ADJOURNMENT

Notices:

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



SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS

A Joint Powers Authority

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

Monday, July 14, 2025 - 10:00 a.m.
Community Room 104
150 N. Third St Burbank CA 91502

BOARD OF DIRECTORS

Chair: Mayor Mary Mendoza, City of San Fernando
Vice-Chair: Councilmember Nithya Raman, 4th District, City of Los Angeles
Supervisor Lindsey Horvath, 3rd Supervisorial District, County of Los Angeles
Supervisor Kathryn Barger, 5th Supervisorial District, County of Los Angeles
Vice-Mayor Tamala Takahashi, City of Burbank
Councilmember Elen Asatryan, City of Glendale
Councilmember Marsha McLean, City of Santa Clarita
Councilmember Adrin Nazarian, 2nd District, City of Los Angeles
Councilmember Bob Blumenfield, 3rd District, City of Los Angeles
Councilmember Imelda Padilla, Council 6th District, City of Los Angeles
Councilmember Monica Rodriguez, 7th District, City of Los Angeles
Councilmember John Lee, 12th District, City of Los Angeles

STAFF

SFVCOG Fiscal Agent: Rachelle Anema, County of Los Angeles
SFVCOG Secretary: Los Angeles County Commission's Office
John Bwarie, Executive Director, San Fernando Valley COG
Elizabeth Pennington & Ayano Wolff, Deputy County Counsels, County of Los Angeles

OPEN SESSION

1. CALL TO ORDER

Chair Mayor Mary Mendoza called the meeting to order at 10:11 a.m.

2. ROLL CALL

Roll call was conducted by staff.

QUORUM ESTABLISHED (11 Members):

Present 11: Chair Mayor Mary Mendoza
Justin Orenstein for Supervisor Lindsey P. Horvath
Dave Perry for Supervisor Kathryn Barger
Vice-Mayor Tamala Takahashi
Councilmember Elen Asatryan
Councilmember Marsha McLean
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Myrka Martinez for Councilmember John Lee

Absent 1: Vice-Chair Councilmember Nithya Raman

3. PLEDGE OF ALLEGIANCE

Vice-Mayor Tamala Takahashi led the Pledge of Allegiance.

4. PUBLIC COMMENTS

No members of the public addressed the SFVCOG.

5. MINUTES

June 2, 2025 Board of Directors Special Meeting Minutes ([Page 4](#))

Recommended Action: *Approve minutes.*

Public Comment/Correspondence

There was no public comment on this item.

On motion of Dave Perry for Supervisor Kathryn Barger, seconded by Andres Sandoval for Councilmember Imelda Padilla, there being no objection, the SFVCOG approved as amended the June 2, 2025 Board of Directors Meeting Minutes by the following roll call vote:

Ayes 9: Chair Mayor Mary Mendoza

Justin Orenstein for Supervisor Lindsey P. Horvath

Dave Perry for Supervisor Kathryn Barger

Vice-Mayor Tamala Takahashi

Councilmember Marsha McLean

Daniel Lopez for Councilmember Adrin Nazarian

Jeff Jacobberger for Councilmember Bob Blumenfield

Andres Sandoval for Councilmember Imelda Padilla

Paola Bassignana for Councilmember Monica Rodriguez

Abstentions 1: Councilmember Elen Asatryan

Absent 2: Vice-Chair Councilmember Nithya Raman

Myrka Martinez for Councilmember John Lee

6. FINANCIAL REPORT ([Page 10](#))

Review FY 2025-26 Financials April 1, 2025 through July 14, 2025

Recommended Action: *Receive and file financial report.*

Public Comment/Correspondence

John Bwarie, Executive Director presented a brief overview of the San Fernando Valley Council of Governments (SFVCOG) financial information through June 30, 2025. Executive Director Bwarie indicated the audit would be available at the next SFVCOG meeting.

By Common Consent, there being no objection (Vice-Chair Councilmember Nithya Raman and Myrka Martinez for Councilmember John Lee being absent), the SFVCOG Board of Directors received and filed the report.

7. CITY OF SAN FERNANDO RIGHT OF WAY STUDY

Update from Metro on the status of the project

Requested Action: Presentation

Public Comment/Correspondence

John Bwarie, Executive Director informed the San Fernando Valley Council of Governments (SFVCOG) Board of Directors that there was a current study of the right-of-way in San Fernando and adjacent jurisdictions as it relates to the east San Fernando Valley light rail project. The right-of-way is currently occupied by a freight rail and Metrolink rail, and there are plans that could add additional tracks to the same right-of-way, which may result in impacts and benefits to the entire SFVCOG membership.

John Bwarie introduced Karen Swift, Executive Officer of Local Government Relations, LA Metro. Karen Swift introduced colleagues David Mieger, Brandy Alvarez, Alondra Lopez, and Brian Gavidia.

Karen Swift informed the SFVCOG Board that the bulk of the planned right-of-way community outreach has been completed. David Mieger presented an overview of the right-of-way study, its potential scenarios, and scenario characteristics and assumptions. David Mieger highlighted the possibility of a "mobility hub" in connection with one of the proposed options. David Mieger informed the SFVCOG Board of proposed safety improvements that were being reviewed, such as quad gates and pedestrian gates.

Karen Swift then provided a detailed overview of LA Metro's community engagement efforts, including completed events and received feedback, to the SFVCOG Board. Karen Swift informed the SFVCOG Board that safety, reduced traffic, increased transportation, and connectivity were primary, recurring community concerns. Karen Swift shared that shade and real-time arrival information were requested in response to the "mobility hub." Karen Swift also shared that there was strong support for the "mobility hub."

Brian Balderrama provided an update regarding where the right-of-way project fit into the regional landscape.

Karen Swift and David Mieger responded to questions from the SFVCOG Board.

Councilmember Marsha McLean asked what action the SFVCOG Board needed to take to ensure Metro Board action. Karen Swift informed the SFVCOG Board that LA Metro is preparing for a Fall or Winter return to the Metro Board, and the manner in which the SFVCOG's right-of-way feedback is relayed to the Metro Board is at the SFVCOG's discretion.

After discussion regarding when and how to provide feedback or support for the right-of-way project, Councilmember Marsha McLean requested that, in order to avoid delay, the SFVCOG Board motion to support the initiative, with the motion allowing for consideration of the City of San Fernando's pending motion or concerns.

Chair Mayor Mary Mendoza requested that the SFVCOG Board allow time for the City of San Fernando to hold the meetings necessary, including Councilmember meetings with LA Metro and a possible City of San Fernando Special meeting, so that the City of San Fernando may present their formal position.

Paola Bassignana for Councilmember Monica Rodriguez expressed the desire to wait until the City of San Fernando announced their position on the matter before the SFVCOG Board stated their position. Additionally, Paola Bassignana for Councilmember Monica Rodriguez proposed the creation of an ad hoc committee to explore the project further in order to enumerate improvements for functionality. Justin Orenstein for Supervisor Lindsey P. Horvath indicated that Supervisor Lindsey P. Horvath is concerned about the safety issues surrounding the project and has had conversations regarding these concerns in order to enhance safety. Justin Orenstein for Supervisor Lindsey P. Horvath also expressed the desire to wait until the City of San Fernando announced their position before the SFVCOG Board stated their position. Justin Orenstein for Supervisor Lindsey P. Horvath asked the SFVCOG if there was a willingness to support expedited early action projects at each rail location. Vice-Mayor Tamala Takahashi was also in favor of the creation of an ad hoc committee in order to review the project and present their findings.

John Bwarie recommended to Chair Mayor Mary Mendoza the formation of an ad hoc committee in order to fully inform the SFVCOG Board, the SFVCOG Transportation Committee, and to capture input. Additionally, Justin Orenstein for Supervisor Lindsey P. Horvath requested to put a motion forward for the SFVCOG Board to support early work and safety improvements at intersections previously discussed, but not necessarily take a position.

John Bwarie clarified that the item was agendized in a manner that does not allow for the motion.

John Bwarie indicated that the topic would be agendized at a future meeting and informed the Chair of the option to appoint an ad hoc committee to explore the topic further. An ad hoc committee was formed, comprised of Andres Sandoval for Councilmember Imelda Padilla of Los Angeles City District 6, Paola Bassignana for Councilmember Monica Rodriguez of Los Angeles City District 7, Mayor Mary Mendoza of the City of San Fernando, Councilmember Mary McLean of the City of Santa Clarita, and Justin Orenstein for Supervisor Lindsey P. Horvath of Los Angeles County Supervisorial District 3.

There was no public comment on this item.

8. SEPULVEDA TRANSIT CORRIDOR ([Page 11](#))

Requested Action: Review Draft Environmental Impact Report (DEIR) and recommend alternative(s) to support.

Public Comment/Correspondence

This item was taken immediately after item no. 15.

John Bwarie, Executive Director provided a brief overview of the report outlined in item no. 8 (Sepulveda Transit Corridor Update & Continued Support for Project Advancement), including the Principles for the Sepulveda Transit Corridor (of which there are 7) and the Draft Environmental Impact Report (DEIR) alternatives.

John Bwarie informed the San Fernando Valley Council of Governments (SFVCOG) Board that they should take a position if they would like to be involved, as a Council of Governments (COG), in future actions related to the Sepulveda Transit Corridor Project.

Cecily Way, Senior Executive Officer, LA Metro provided an update on the Sepulveda Transit Corridor Project's current community engagement and public comment progress.

After general discussion, it was noted that there was time to discuss this topic at an upcoming SFVCOG Transportation Committee meeting and at a future SFVCOG Board of Director's meeting.

There was no public comment on this item.

9. **OLYMPIC AD HOC COMMITTEE RECOMMENDATIONS (Page 15)**

Requested Action: Review and adopt the proposed recommendations from the SFVCOG Olympic ad hoc committee.

Public Comment/Correspondence

Item no. 9 was taken after item nos. 10 & 11.

John Bwarie, Executive Director provided a brief overview of the composition and actions of the Olympic Ad Hoc Committee in their goal to leverage the Olympics in alignment with the San Fernando Valley Council of Governments (SFVCOG)'s strategic plan. John Bwarie also provided a brief overview of the recommendations submitted as outlined by the Olympic Ad Hoc Committee's SFVCOG 2028 Olympic Games Ad Hoc Committee Recommendation report.

After general discussion, John Bwarie informed the SFVCOG Board that it was recognized that the recommendations would commence, but may not be feasible to complete in their entirety.

There was no public comment on this item.

On motion of Jeff Jacobberger for Councilmember Bob Blumenfield, seconded by Daniel Lopez for Councilmember Adrin Nazarian, there being no objection, the SFVCOG approved this item by the following roll call vote:

Ayes 10: Chair Mayor Mary Mendoza

Justin Orenstein for Supervisor Lindsey P. Horvath
Dave Perry for Supervisor Kathryn Barger
Vice-Mayor Tamala Takahashi
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Councilmember Elen Asatryan
Myrka Martinez for Councilmember John Lee

Absent 2: Vice-Chair Councilmember Nithya Raman
Councilmember Marsha McLean

10. HOMELESS INITIATIVE FUND CONTRACT AMENDMENT

Requested Action: Discuss and delegate authority to the Executive Director to negotiate with the County of Los Angeles and execute an amendment to the HI-23-007 Contract to (1) update the statement of work to reflect the regional coordination project led by College of the Canyons addressing student homelessness across five San Fernando Valley community colleges; and (2) increase the contract amount by \$30,000 for the outstanding fiscal year (FY 2024) to ensure full receipt of allocated funds and proper accounting.

Public Comment/Correspondence

Item nos. 10 & 11 were taken after item no. 12.

John Bwarie, Executive Director provided a brief background on the Measure H funding allocation and its potential usage to the San Fernando Valley Council of Governments (SFVCOG). John Bwarie also explained the proposal outlined in item no. 11 (Homeless Initiative Fund Regional Coordination and Public Institution Partnership Strategy).

There was no public comment on this item.

On motion of Councilmember Elen Asatryan, seconded by Councilmember Marsha McLean, there being no objection, the SFVCOG approved this item by the following roll call vote:

Ayes 11: Chair Mayor Mary Mendoza

Justin Orenstein for Supervisor Lindsey P. Horvath
Dave Perry for Supervisor Kathryn Barger
Vice-Mayor Tamala Takahashi
Councilmember Marsha McLean
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Councilmember Elen Asatryan
Myrka Martinez for Councilmember John Lee

Absent 1: Vice-Chair Councilmember Nithya Raman

11. HOMELESS INITIATIVE FUND REGIONAL COORDINATION (Page 19)

Requested Action: *Receive, discuss and take appropriate action to delegate authority to Executive Director to negotiate and execute an agreement with College of the Canyons, subject to Counsel's approval as to form, in an amount not to exceed \$100,000, for the general purpose of serving as fiscal agent and regional coordinator to implement collaborative student homelessness initiatives, including staffing, resource development, data collection, and cross-campus coordination, consistent with County grant requirements.*

Public Comment/Correspondence

Item nos. 10 & 11 were taken after item no. 12.

There was no public comment on this item.

On motion of Councilmember Elen Asatryan, seconded by Dave Perry for Supervisor Kathryn Barger, there being no objection, the SFVCOG approved this item by the following roll call vote:

Ayes 11: Chair Mayor Mary Mendoza

Justin Orenstein for Supervisor Lindsey P. Horvath
Dave Perry for Supervisor Kathryn Barger
Vice-Mayor Tamala Takahashi
Councilmember Marsha McLean
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Councilmember Elen Asatryan
Myrka Martinez for Councilmember John Lee

Absent 1: Vice-Chair Councilmember Nithya Raman

12. REVIEW AND AMEND JOINT POWERS AUTHORITY AGREEMENT FOR BUDGET VOTING ([Page 21](#))

Requested Action: Amend the SFVCOG Joint Powers Authority Agreement ("JPA Agreement") to allow for majority vote of the Board for budget matters.

Proposed Change to JPA Agreement, Section 8. Board Actions- Meetings, C. Voting, 3:

Delete the following: "A super majority vote of the Board is required for matters affecting ~~the budget of the SFVCOG~~; membership, suspension or removal from the SFVCOG"

Public Comment/Correspondence

This item was taken after item no. 7.

John Bwarie, Executive Director presented a brief overview of the San Fernando Valley Council of Governments (SFVCOG)'s budget voting procedure.

On motion of Justin Orenstein for Supervisor Lindsey P. Horvath, seconded by Vice-Mayor Tamala Takahashi, the roll call proceeded as follows:

There was no public comment on this item.

Ayes 9: Chair Mayor Mary Mendoza
Justin Orenstein for Supervisor Lindsey P. Horvath
Dave Perry for Supervisor Kathryn Barger
Vice-Mayor Tamala Takahashi
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Myrka Martinez for Councilmember John Lee

Noes 1: Councilmember Elen Asatryan
Councilmember Marsha McLean

Absent 2: Vice-Chair Councilmember Nithya Raman

The item did not pass due to a lack of a super majority vote.

13. APPOINTEE REVIEW (Page 22)

Requested Action: Review and affirm SFVCOG appointees to external organizations.

Public Comment/Correspondence

This item was taken after item no. 8.

John Bwarie, Executive Director presented a brief overview of the SFVCOG's existing board and committee appointees. It was determined that further consideration would be necessary before reaffirming the SFVCOG's Southern California Association of Governments (SCAG) appointee(s).

By Common Consent, there being no objection (Vice-Chair Councilmember Nithya Raman, Supervisor Kathryn Barger, and Councilmember Marsha McLean being absent), the SFVCOG Board tabled this item.

14. RECEIVE AND FILE REPORT ON EXECUTIVE DIRECTOR SERVICES SOLICITATION (Page 24)

Requested Action: Receive and file the [City of Los Angeles' Administrative Officer's report](#) regarding the results of the SFVCOG Request for Proposals for Executive Director Services.

Public Comment/Correspondence

This item was taken after item no. 9.

A representative of the City of Los Angeles' Administrative Officer presented a brief overview of the recommendation outlined in the report for item no. 14.

There was no public comment on this item.

On motion of Justin Orenstein for Supervisor Lindsey P. Horvath, seconded by Daniel Lopez for Councilmember Adrin Nazarian, there being no objection, the SFVCOG approved this item by the following roll call vote:

Ayes 9: Chair Mayor Mary Mendoza
Justin Orenstein for Supervisor Lindsey P. Horvath
Vice-Mayor Tamala Takahashi
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Councilmember Elen Asatryan
Myrka Martinez for Councilmember John Lee

Absent 3: Vice-Chair Councilmember Nithya Raman
Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger

15. SFVCOG EXECUTIVE DIRECTOR SERVICES CONTRACT

Requested Action: Discuss and take appropriate action to execute a contract for Executive Director Services as follows:

- a. Find the proposed actions are exempt from or are not projects under the California Environmental Quality Act (CEQA); and
- b. Delegate authority to the SFVCOG Chair to negotiate, including making any technical corrections and changes to the contract, and execute a contract with Stratiscope, Inc. for executive director services, for an initial term of two years, with one two-year extension option, and two one-year extension options, for a total contract amount not to exceed \$300,000 for the initial two year term, and \$150,000 for each extension year, subject to the availability of funds and review as to form by SFVCOG counsel.

Public Comment/Correspondence

This item was taken immediately after item no. 14.

There was no public comment on this item.

On motion of Justin Orenstein for Supervisor Lindsey P. Horvath, seconded by Jeff Jacobberger for Councilmember Bob Blumenfield, there being no objection, the SFVCOG approved this item by the following roll call vote:

Ayes 9: Chair Mayor Mary Mendoza
Justin Orenstein for Supervisor Lindsey P. Horvath
Vice-Mayor Tamala Takahashi
Daniel Lopez for Councilmember Adrin Nazarian
Jeff Jacobberger for Councilmember Bob Blumenfield
Andres Sandoval for Councilmember Imelda Padilla
Paola Bassignana for Councilmember Monica Rodriguez
Councilmember Elen Asatryan
Myrka Martinez for Councilmember John Lee

Absent 3: Vice-Chair Councilmember Nithya Raman
Councilmember Marsha McLean
Dave Perry for Supervisor Kathryn Barger

16.AGENDA ITEMS FOR FUTURE BOARD MEETINGS

Daniel Lopez for Councilmember Adrin Nazarian requested to discuss a regional approach to film permitting rules. Vice-Mayor Tamala Takahashi requested the proposed film permitting item include the possibility of the creation of an ad hoc committee.

17.BOARD MEMBER ANNOUNCEMENTS

John Bwarie, Executive Director announced that Jeff Jacobberger would be the Alternate Member for Los Angeles City District 3, Councilmember Bob Blumenfield and Andres Sandoval would be the Alternate Member for Los Angeles City District 6, Councilmember Imelda Padilla.

18.NEXT MEETING

Board Meeting: October 6, 2025 at 10am in Santa Clarita

19.ADJOURNMENT

Chair Mayor Mary Mendoza adjourned the July 14, 2025, meeting at 12:39 p.m.

Notices:

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**SAN FERNANDO VALLEY COUNCIL OF GOVERNMENTS
JOINT POWERS AUTHORITY FUND V54
STATEMENT OF RECEIPTS AND DISBURSEMENTS
JULY 1, 2025 THROUGH SEPTEMBER 30, 2025**

			<u>Fund V54/Org 55665</u>
Cash Balance, July 1, 2025			\$ 301,207.20
Receipts:			
Interest Earnings	7/1/2025	926.54	
Interest Earnings	8/1/2025	990.00	
Interest Earnings	9/1/2025	778.40	
JVCT AC CMSF2600005 SFVCOG \$35K Membership Dues-Charge the GF	7/30/2025	35,000.00	
DP AC 26000000558 - Membership - City of Glendale	8/18/2025	12,500.00	
DP AC 26000000603 - Membership - City of San Fernando	8/21/2025	12,500.00	
DP AC 26000000752 - Membership - City of Santa Clarita	9/4/2025	12,500.00	
Total Beginning Cash Balance and Receipts			<u>\$ 376,402.14</u>
Disbursements:			
AD AU A2600031193 Stratiscope - June 2025	7/7/2025	8,333.33	
EFT AU A2600067094 SFVCOG - Moss, Levy & Hartzheim FY 2023-24	7/30/2025	4,607.00	
AD AU A2600178980 Stratiscope - July 2025	8/5/2025	8,333.33	
AD AU A2600182395 Stratiscope - Service Expenses for SFVCOG July 2025	8/6/2025	31.77	
AD AU A2600229095 Stratiscope - Service Expenses for SFVCOG August 2025	8/13/2025	203.07	
AD AU A2600362587 Stratiscope - Service Expenses for SFVCOG September 2025	9/9/2025	27.00	
Total Disbursements			<u>\$ 21,535.50</u>
Cash Balance, September 30, 2025			<u>\$ 354,866.64</u>

Prepared by May Lam
Los Angeles County
Department of Auditor-Controller
Accounting Division
ML 10/01/2025

H:\Special Funds\Special Funds Unit\JOINT POWERS AUTHORITIES\SFVCOG\SFVCOG - Reports\Reports FY25-26\FY26 SFVCOG Quarterly ReportsQ1 '2026



San Fernando Valley Council of Governments

DATE: August 4, 2025
TO: SFVCOG Board
FROM: John Bwarie, Executive Director
RE: Recommendation on Sepulveda Transit Corridor DEIR Alternatives

RECOMMENDATION:

The Board adopts the Transportation Committee recommendation to support Alternatives 5 and 6 from the Sepulveda Transit Corridor DEIR as Locally Preferred Alternatives. The Board is requested to provide direction on which (or both) alternatives to advance as the SFVCOG's preferred option and to direct staff to submit formal comments reflecting this decision.

BACKGROUND

The Sepulveda Transit Corridor project is a transformative regional infrastructure initiative designed to provide a high-speed, high-capacity rail connection between the San Fernando Valley and West Los Angeles, significantly reducing congestion and commute times through the Sepulveda Pass. The Draft Environmental Impact Report (DEIR) presents multiple alternatives with varying impacts on speed, connectivity, community disruption, and ridership.

DEIR ALTERNATIVES RECOMMENDED BY TRANSPORTATION COMMITTEE:

On August 4, 2025, the Transportation Committee reviewed the DEIR and expressed support for both Alternative 5 and Alternative 6. The Committee highlighted the importance of prioritizing regional connectivity across the SFVCOG rail network to enable seamless transfers between the Sepulveda Transit Corridor and existing Metro lines (G, D, and E) and Metrolink. They also emphasized minimizing community disruption in transit-dependent neighborhoods while delivering fast, frequent transit service to reduce automobile dependency and emissions.

Alternative 5 – Automated Heavy Rail (HRT), Fully Underground in the Valley Segment:

This alternative proposes a 13.8-mile, fully tunneled heavy rail line running beneath the San Fernando Valley, connecting Van Nuys and Sherman Oaks to the Westside. The alignment includes seven underground stations at Metro E Line (Expo)/Sepulveda, Santa Monica Boulevard, Wilshire Boulevard (Metro D Line), UCLA Gateway Plaza, Ventura Boulevard, Metro G Line, and Sherman Way, along with one aerial station at the Van Nuys Metrolink Station. A maintenance and storage facility (MSF) would be located west of Woodman Avenue, south of the Metrolink Ventura County Line railroad tracks. The underground alignment offers fast, high-capacity service while minimizing surface disruption during construction. Though tunneling significantly increases upfront costs, it is projected to attract higher ridership due to its seamless regional rail connections and improved travel times, estimated between 18 and 30 minutes.

Alternative 6 – Driver Operated Heavy Rail, Fully Underground Beneath Van Nuys Boulevard:

This alternative would deliver a 12.9-mile, fully tunneled heavy rail line beneath Van Nuys Boulevard in the Valley, terminating south at Bundy Drive. It would include seven underground stations (Metro E Line/Expo-Bundy, Santa Monica Blvd, Wilshire Blvd/D Line, UCLA Gateway Plaza, Ventura Blvd, Metro G Line, Van Nuys Metrolink). A maintenance & storage facility (MSF) would again be located west of Woodman Avenue, south of the Metrolink Ventura County Line railroad tracks. The alignment reduces surface impacts and construction disturbance, but it offers more constrained southern reach compared to Alternative 5 by stopping at Bundy Drive rather than serving further Westside nodes. Still, it supports direct transfers to Metro's existing system. The travel time for this alternative is estimated at 18 minutes for a full run from Van Nuys to the Expo terminus.

Existing Positions

Board Report - Sepulveda Transit Corridor Transportation Committee Recommendation 2025

The Board considered this item in July of 2025 and referred it back to the Transportation Committee for a recommendation. Additionally, the board adopted Principles for this project in 2023 as found here.



San Fernando Valley Council of Governments

Principles for the Sepulveda Transit Corridor

Adopted by the Board on June 22, 2023

The San Fernando Valley Council of Governments supports Metro's Sepulveda Transit Corridor project. Since 2014, the SFVCOG has prioritized the Sepulveda Transit Corridor Project as essential to the region. In September of 2016, the SFVCOG Board voted to support Measure M, the LA County ballot measure whose focus was to raise funds to support transportation investment across the County, with \$1.4 billion of the SFVCOG regional funding allocated to the project. While the SFVCOG continues to receive regular updates from the Metro project team regarding the status of the project, the SFVCOG also adopted the following key principles for decision makers to use as the project continues to be developed and refined:

1. **Performance:** The project should realize a high performing, high capacity transit line that moves a large number of people (passenger capacity), quickly, between the San Fernando Valley and West Los Angeles.
2. **Quality:** The project should utilize high quality equipment, materials, and technology so that it doesn't have to be retrofitted or replaced within the first decades.
3. **Accessibility:** Both the alignment of the corridor and the siting of stations should take into account connectivity to key regional attractors, seamless transfers to other transit lines, and first/last mile connections via walking and biking.
4. **Engagement:** As the project is developed and goes through a community engagement process, efforts should be made to be inclusive and transparent, focusing beyond just communities immediately surrounding the line and its stations since the project will be regionally significant infrastructure that serves people all across the region.
5. **Impact:** Maximize positive impacts of the project by decreasing traffic and construction impacts along busy corridors and increasing ridership and modeshift to reduce negative impacts like sound and air pollution and visual blight. The project should further ensure that there is little to no disruption to other projects in the area (e.g. the East San Fernando Valley Transit Corridor project).
6. **Fairness:** Regardless of whichever alternative is selected, ensure that communities in the San Fernando Valley are not disproportionately disadvantaged by forcing these communities to bear the brunt of above ground facilities while other communities do not.
7. **Collaboration:** Metro should work with the City of Los Angeles to pursue funding and address and advance equitable land use planning around stations through affordable housing production, mixed use development, and joint development opportunities.

Sepulveda Transit Corridor Project Principles

Board Report - Sepulveda Transit Corridor Update 2025

Board Report - Sepulveda Transit Corridor Transportation Committee Recommendation 2025

ALTERNATIVE 5



MODE

Automated heavy rail

ALIGNMENT

Aerial/underground

LENGTH (MILES)

13.8

OF RAIL STATIONS

8 (1 aerial,
7 underground)

SOUTHERN TERMINUS

Expo/Sepulveda

UCLA CONNECTION

Station under campus

MAINTENANCE AND STORAGE FACILITY

West of Woodman, south
of Metrolink Ventura
County Line

RAIL STATIONS

- > Metro E Line/
Sepulveda*
- > Santa Monica Bl*
- > Wilshire Bl
(Metro D Line)*
- > UCLA Gateway
Plaza*
- > Ventura Bl*
- > Metro G Line*
- > Sherman Way*
- > Van Nuys
Metrolink Station**

*underground
**aerial

ALTERNATIVE 6



MODE

Driver-operated heavy rail

ALIGNMENT

Underground

LENGTH (MILES)

12.9

OF RAIL STATIONS

7 (all underground)

SOUTHERN TERMINUS

Expo/Bundy

UCLA CONNECTION

Station under campus

MAINTENANCE AND STORAGE FACILITY

West of Woodman/South
of Metrolink VC Line

RAIL STATIONS

- > Metro E Line/Bundy
- > Santa Monica Bl
- > Wilshire Bl
(Metro D Line)
- > UCLA Gateway Plaza
- > Ventura Bl
- > Metro G Line
- > Van Nuys
Metrolink Station



San Fernando Valley Council of Governments

DATE: September 4, 2025
TO: SFVCOG Board
FROM: John Bwarie, Executive Director
RE: East San Fernando Valley Right-of-Way Study Recommendation

RECOMMENDATION:

Support Scenario 2 (Metrolink double-track with no light rail extension) of the East San Fernando Valley Shared Right-of-Way Study, with conditions to ensure adequate safety, connectivity, environmental, and community benefit improvements.

BACKGROUND

At the June 2, 2025, Transportation Committee meeting, members first discussed the East San Fernando Valley Shared Right-of-Way Study and agreed to elevate the matter to the full Board. On July 14, 2025, the Board referred the issue back to an Ad Hoc Committee to coordinate regional input and await the City of San Fernando's formal position.

In August, San Fernando City Council voted to support Scenario 2, submitting a formal letter outlining mitigation measures necessary to make this option viable for their community. The SFVCOG Ad Hoc Committee reconvened to review the City's action and incorporate additional comments raised by member jurisdictions.

Through these discussions, consensus was reached that Scenario 2 represents the most feasible option for the corridor at this stage, with commitments from Metro to provide adequate mitigations and supporting infrastructure. The SFVCOG is now returning with a unified recommendation for the Board's consideration.

EAST SAN FERNANDO VALLEY RIGHT-OF-WAY STUDY: SCENARIO 2

The East San Fernando Valley Shared Right-of-Way Study (ESFV Shared ROW Study) is being led by Metro to determine the future of the northern segment of the East San Fernando Valley Transit Corridor, originally envisioned as a Metro's light rail line from Pacoima to Sylmar/San Fernando.

Due to concerns raised by the City of San Fernando and from Metrolink about future operations in the northernmost 2.5-mile segment of the alignment in the ROW, the Metro Board directed staff to evaluate alternatives for the corridor. Scenario 2 proposes ending the ESFV light rail transit (LRT) at the intersection of Van Nuys Boulevard/San Fernando Road, with supporting improvements, including a new Metrolink station at this intersection and enhanced connectivity to better serve Pacoima, Sylmar, and San Fernando.

Key elements of Scenario 2 include:

- New Pacoima Metrolink station at Van Nuys Blvd. and San Fernando Rd.

Board Report - East San Fernando Valley Right-of-Way Study Recommendation

- ESFV LRT Terminus at Van Nuys Blvd/San Fernando Rd: The corridor would end at the Van Nuys Blvd./San Fernando Rd LRT Station, rather than extending the Metro ESFV LRT north to the Sylmar/San Fernando Metrolink Station as originally proposed.
- Connectivity Considerations: Scenario 2 relies on effective transfers between Metrolink, the ESFV LRT, other Metro services, and the Mission City Bicycle Trail.
- Reduced Construction Impacts: By not extending light rail north, surface-level construction disruption to neighborhoods would be lessened.

For the SFVCOG, Scenario 2 offers a more feasible pathway forward given the study findings and funding realities, but also creates new challenges. Without the full light rail build-out of the ESFV LRT to the Metrolink Sylmar/San Fernando Station, the corridor must include mitigation measures to ensure that residents and businesses benefit equitably from the investment.

WHY THIS MATTERS FOR THE SFVCOG REGION

While Scenario 2 avoids the high cost of light rail, its success depends on Metro addressing community concerns and ensuring the corridor delivers meaningful mobility and quality of life improvements. Without a commitment for mitigations, Scenario 2 risks falling short of what the East San Fernando Valley needs and what voters expected when supporting Measure M.

The Ad Hoc committee identified four core categories of improvements that Metro should incorporate, such as (but not limited to) the examples listed below:

1. Safety Enhancements
 - a. Railroad crossing upgrades, safety gates, high-visibility crosswalks, and lighting to reduce collisions and enable a Quiet Zone designation in the cities of San Fernando and Los Angeles if desired.
2. Mobility & Connectivity Enhancements
 - a. Pedestrian connections between Metro and Metrolink platforms.
 - b. Parking solutions at the Van Nuys Blvd./San Fernando Rd. terminus.
 - c. Real-time arrival information at stations.
 - d. Reliable transfers between Metrolink and Metro services, including fare integration.
 - e. Installation of wayfinding signage to connect to local business districts
3. Quality of Life Enhancements
 - a. Sidewalk improvements near construction zones.
 - b. Graffiti removal and aesthetic upgrades.
 - c. Public restrooms where feasible.
4. Heat Mitigation & Environmental Enhancements
 - a. Upgrades to bus shelters to improve shade and climate resiliency.
 - b. Corridor greening, shade structures, and other climate resiliency features.

These measures are essential to adequately address concerns over safety, transit connectivity, environmental impacts, and the potential loss of foot traffic to local businesses.

CURRENT POSITIONS

- In 2016, the SFVCOG Board supported Measure M, which allocated funding for the East San Fernando Valley Transit Corridor as a top regional mobility investment.
- In 2023, the SFVCOG Board adopted its Principles for the East San Fernando Valley Transit Corridor, emphasizing safety, equity, first/last mile connectivity, and minimizing construction impacts.

- In 2025, the SFVCOG Transportation Committee established an Ad Hoc Committee to evaluate Metro's Shared Right-of-Way Study for the northern segment (Pacoima to Sylmar/San Fernando) and develop a regional response.



San Fernando Valley Council of Governments

DATE: September 30, 2025

TO: Board of Directors

FROM: John Bwarie, Executive Director

RE: LACAHSa MOU AND CITY OF SAN FERNANDO MOU

RECOMMENDATION

Delegate authority to the Executive Director to execute Memoranda of Understanding (MOUs):

- a) with the Los Angeles County Affordable Housing Solutions Agency (LACAHSa) for Measure A formula funds, and
- b) with the City of San Fernando to receive those formula funds.

BACKGROUND

As part of Measure A's formula allocation process, the San Fernando Valley Council of Governments (SFVCOG) received an allocation of \$431,315 for FY 2025–2026 to support local affordable housing efforts. Because all other member jurisdictions have direct allocations under Measure A, the only allocation available through the SFVCOG is designated for the City of San Fernando.

Over the past several months, SFVCOG staff have been in conversation with both the City of San Fernando and LACAHSa staff to outline next steps and ensure the effective transfer of these funds. Two MOUs have been prepared: the first, with LACAHSa, secures the transfer of Measure A formula funds to the SFVCOG; the second, with the City of San Fernando, ensures that SFVCOG will pass through the full \$431,315 directly to the City.

These agreements ensure the City of San Fernando has the resources to directly implement and administer affordable housing initiatives, consistent with the purpose of Measure A, while also affirming SFVCOG's role as a regional connector. The draft agreement is attached for review.

CURRENT POSITIONS

This action reflects a technical step to execute pass-through funding as intended under Measure A and in coordination with LACAHSa and the City of San Fernando.

**AFFORDABLE HOUSING PRODUCTION, PRESERVATION,
AND OWNERSHIP; TECHNICAL ASSISTANCE, RESEARCH AND POLICY; AND
RENTER PROTECTION AND HOMELESSNESS PREVENTION FUNDING
MEMORANDUM OF UNDERSTANDING**

San Fernando Valley Council of Governments 2025-2026

This Affordable Housing Production, Preservation, and Ownership; Technical Assistance, Research and Policy; and Renter Protection and Homelessness Prevention Funding Memorandum of Understanding (“**MOU**”), effective July 1, 2025 (“**Effective Date**”), is between the Los Angeles County Affordable Housing Solutions Agency, a special act agency established pursuant to Government Code section 64710 and operating pursuant to the Los Angeles County Regional Housing Finance Act, Government Code section 64700 et seq. (“**Agency**”), and San Fernando Valley Council of Governments, a California Joint Powers Authority (“**Recipient**”), each individually a “**Party**” and collectively the “**Parties**.”

RECITALS

This MOU is made with reference to the following facts:

- A. In September 2022, Governor Newsom signed Senate Bill 679, known as the Los Angeles County Regional Housing Finance Act (“**Act**”). The Act created Agency to increase the supply of affordable housing by providing enhanced funding and technical assistance for renter protections, affordable housing preservation, and new affordable housing production.
- B. In November 2024, Los Angeles County voters approved “**Measure A**,” known as the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance. Measure A established a one-half percent sales tax on every dollar of goods sold in Los Angeles County to provide dedicated funding for various purposes, including reducing and preventing homelessness and increasing the supply of affordable housing.
- C. Measure A directs the Los Angeles County Auditor-Controller (“**County Auditor-Controller**”) to disburse 35.75% of the proceeds generated to Agency for use in accordance with the Act’s and Measure A’s requirements through fiscal year 2029-2030 (and thereafter, such percentage may be modified by the Los Angeles County Board of Supervisors every five years, except that such percentage may not be less than 33.33%). These include, among other things, that: Agency use 60% of its Measure A funds for affordable housing production, preservation, and ownership (“**PPO**”) (Gov. Code, § 64830(d)(1); Measure A, § 29(B)); that Agency use 5% of its Measure A funds for technical assistance, research, and policy development (“**Technical Assistance**”) (Gov. Code, § 64830(d)(4)); and that Agency use 30% of its Measure A funds for Renter Protection and Homelessness Prevention (“**RPHP**”) (Gov. Code, § 64830(d)(2)).
- D. The Act requires Agency’s Board to adopt an Annual Expenditure and Strategy Plan, which must set forth the share of revenue and estimated funding to be spent on each of

the above-stated categories (“**Annual Expenditure and Strategy Plan**”). Agency’s Board adopted the first Annual Expenditure and Strategy Plan on June 25, 2025 (and it is anticipated that the Board will adopt subsequent Annual Expenditure and Strategy Plans on an annual basis). The Annual Expenditure and Strategy Plan establishes the proportional amount of revenues and estimated funding that Agency will distribute to Recipient and each of the other “**Eligible Jurisdictions**” (as defined herein) for each funding category. Exhibit A, attached hereto and incorporated herein by reference, contains the allocations as approved by Agency’s Board in the Annual Expenditure and Strategy Plan.

- E. Of the funds allocated for PPO, Agency must disburse 70% of such funds to Eligible Jurisdictions in accordance with each jurisdiction’s pro rata share of the total lower income housing needs assessment goal for Los Angeles County allocated pursuant to Government Code section 65584 (“**Pro Rata RHNA Share**”). (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(A)(i)).
- F. Each Eligible Jurisdiction and its Pro Rata RHNA Share is provided in Exhibit A. Recipient’s Pro Rata RHNA Share for 2025-2026 is 0.09%.
- G. Of the funds allocated for Technical Assistance, Agency must disburse 70% of such funds to Eligible Jurisdictions on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(C)(i)) (“**Technical Assistance Allocation**”).
- H. Each Eligible Jurisdiction and its Technical Assistance Allocation is provided in Exhibit A. Recipient’s Technical Assistance Allocation is 0.01%.
- I. Of the funds allocated for RPHP, Agency must disburse 70% of such funds to Eligible Jurisdictions. Agency has elected to make such disbursement based on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(B)(i)) (“**RPHP Allocation**”). Each Eligible Jurisdiction and its RPHP Allocation is provided in Exhibit A. Recipient’s RPHP Allocation is 0.04%.
- J. The Act and Measure A provide that Eligible Jurisdictions may receive their respective Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation directly from Agency, provided that direct allocations are subject to the conditions and restrictions set forth in the Act and Measure A for the receipt and use of the funds.
- K. The Parties have entered into this MOU to comply with the Act and Measure A and memorialize the terms and conditions governing the disbursement and use of Recipient’s Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation.

TERMS AND CONDITIONS

The Parties agree as follows:

1. **Incorporation.** The Parties agree that the Recitals above constitute the factual basis upon which Agency and Recipient have entered into this MOU. Agency and Recipient each acknowledge the accuracy of the Recitals and hereby agree to the incorporation of the Recitals into this MOU as though fully set forth herein.
2. **Term; Extension.** The term of this MOU is one year starting on the Effective Date. The term will automatically renew for successive one-year terms unless either Party provides the other Party with a written notice of non-renewal at least 30 days before the end of the then-current term. Any renewal terms shall be on the same terms and conditions provided herein, except that the allocations provided in Exhibit A shall be automatically updated to reflect the allocations set forth in the Annual Expenditure and Strategy Plan adopted by the Board for that fiscal year (e.g., if this MOU is renewed for FY 2026-2027, the allocations provided in Exhibit A shall be those provided in the Board's Annual Expenditure and Strategy Plan for FY 2026-2027). This MOU will terminate upon the earlier of: (i) the fifth anniversary of the Effective Date; or (ii) the expiration of the then-current term following a Party's timely notice of non-renewal.
 - 2.1. In the event that, during the term of this MOU, the Pro Rata RHNA Share changes as a result of a subsequent RHNA cycle, an addendum will be provided to each Eligible Jurisdiction's MOU, including this MOU, to incorporate the change.
3. **Recipient Acknowledgment.**
 - 3.1. **Eligible Jurisdiction; Pro Rata RHNA Share.** Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose Pro Rata RHNA Share is 0.09%.
 - 3.2. **Recipient's Share of PPO Funds.** In accordance with Section 3.1 above, Recipient acknowledges and agrees that it will receive 0.09% of the PPO funds available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such share of PPO funds may change from time to time.
 - 3.3. **Eligible Jurisdiction; Technical Assistance Allocation.** Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose Technical Assistance Allocation is 0.01%.
 - 3.4. **Recipient's Share of Technical Assistance Funds.** In accordance with Section 3.3 above, Recipient acknowledges and agrees that it will receive 0.01% of the Technical Assistance funds available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such share of Technical Assistance funds may change from time to time.
 - 3.5. **Eligible Jurisdiction; RPHP Allocation.** Recipient acknowledges and agrees that it is an Eligible Jurisdiction whose RPHP Allocation is 0.04%.
 - 3.6. **Recipient's Share of RPHP Funds.** In accordance with Section 3.5 above, Recipient acknowledges and agrees that it will receive 0.04% of the RPHP funds

available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such Share of RPHP funds may change from time to time.

3.7. **Recipient Reallocation to Agency.** If Recipient so chooses, it may elect to re-allocate all or a portion of its funding allocation for any allocation to Agency to partner with on the operation or to solely operate a program on Recipient's behalf within Recipient's jurisdiction.

4. **Disbursement Schedule.** Agency will disburse funds to Recipient in accordance with the Master Funding Policy and Guidelines for Eligible Jurisdictions ("**Master Funding Policy and Guidelines**") published by Agency after the County Auditor-Controller disburses Measure A proceeds to Agency.

5. **Direct Allocation of PPO Funds.** Prior to disbursing a direct allocation of PPO Funds to Recipient, the following conditions of Government Code section 64830.5(a)(2)(A)(iv)(I) shall be met:

5.1. Recipient agrees to adopt and adhere to Agency financing policies and guidelines, including public engagement and notice provisions.

5.2. All funded projects are in compliance with Agency's eligible uses and affordability requirements.

5.3. Recipient agrees to allocate its funding within 12 months through administrative processes without being subject to additional legislative process.

5.4. Recipient is in compliance with Affirmatively Furthering Fair Housing in California guidelines. If Recipient is a regional agency, it shall expend the funds only in jurisdictions that are in compliance with Affirmatively Furthering Fair Housing in California guidelines.

By executing this MOU, Recipient hereby agrees to adopt and adhere to Agency's Master Funding Policy and Guidelines (including public engagement and notice provisions) and any other policies and guidelines adopted by Agency related to the disbursement of funds to, or use of funds by, Eligible Jurisdictions. Execution of this MOU shall therefore satisfy the condition at subsection 5.1. Agency's Master Funding Policy and Guidelines will establish provisions for Recipient to meet the remaining three conditions, which Recipient shall meet prior to its receipt of a direct allocation of all or a portion of its PPO allocation.

6. **Use of PPO Funds.** For any fiscal year in which Recipient receives PPO funds from Agency, Recipient will comply with all of the following:

6.1. **New Affordable Housing.** Pursuant to Measure A, Section 29 B, Recipient will use at least 77.25% of PPO funds on constructing new affordable housing.

6.2. **Government Code Section 64830(d)(1).** Subject to Section 6.1 above, Recipient's use of PPO funds will comply with the requirements of Government

Code section 64830(d)(1), attached hereto as Exhibit B-1 and incorporated herein by reference.

- 1.1. **Prohibited Uses.** Except as expressly authorized by Government Code section 64710, Recipient will not use PPO funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.
- 1.2. **Supplemental Capacity for Existing Efforts.** Recipient's use of PPO funds shall be consistent with Government Code section 64710(a)(1).
- 1.3. **Timing.** Upon receipt of a disbursement of PPO funds from Agency, Recipient will obligate its funding within 12 months through administrative processes without being subject to additional legislative process and will ensure that funds allocated to projects are expended within five years or as otherwise provided in Government Code section 64830.5(a)(2)(A), attached hereto as Exhibit B-2 and incorporated herein by reference, and any program policies and guidelines adopted by the Board.
- 1.4. **Period of Affordability.** Recipient shall record a restrictive covenant specifying an appropriate period of affordability in accordance with any program policies and guidelines adopted by Agency's Board.
7. **Use of Technical Assistance Funds.** For any fiscal year in which Recipient receives Technical Assistance funds from Agency, Recipient will comply with all of the following:
 - 7.1. **Government Code Section 64830(d)(4).** Recipient's use of Technical Assistance funds will comply with the requirements of Government Code section 64830(d)(4), attached hereto as Exhibit B-3 and incorporated herein by reference.
 - 1.5. **Prohibited Uses.** Except as expressly authorized by Government Code section 64710, Recipient will not use Technical Assistance funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.
 - 1.6. **Supplemental Capacity for Existing Efforts.** Recipient's use of Technical Assistance funds shall not supplant, but may complement and supplement existing efforts by cities, counties, districts, and other local, regional and state entities that were in existence as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use of funds for new efforts.
 - 1.7. **Timing.** Upon receipt of a disbursement of Technical Assistance funds from Agency, Recipient will obligate its funding within 12 months and will ensure that funds allocated to projects are expended within five years as provided in any program policies and guidelines adopted by Agency's Board.
8. **Use of RPHP Funds.** For any fiscal year in which Recipient receives RPHP funds from Agency, Recipient will comply with all of the following:

- 8.1. **No Unrestricted Allocations.** Government Code section 64830.5(a)(2)(B)(iii) prohibits Agency from making unrestricted direct allocations to government entities. Recipient therefore agrees to be subject to the restrictions set forth in this MOU and in t Agency’s policies and guidelines for the receipt and use of RPHP funds.
 - 8.2. **Government Code Section 64830(d)(2).** Recipient’s use of RPHP funds will comply with the requirements of Government Code section 64830(d)(2), attached hereto as Exhibit B-4 and incorporated herein by reference.
 - 1.8. **Prohibited Uses.** Except as expressly authorized by Government Code section 64710, Recipient will not use RPHP funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.
 - 1.9. **Supplemental Capacity for Existing Efforts.** Recipient’s use of RPHP funds shall not supplant, but may complement and supplement existing efforts by cities, counties, districts, and other local, regional and state entities that were in existence as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use of funds for new efforts.
 - 1.10. **Timing.** Upon receipt of a disbursement of RPHP funds from Agency, Recipient will obligate its funding within 12 months and will ensure that funds allocated to projects are expended within five years as provided in any program policies and guidelines adopted by Agency’s Board.
- 9. Construction Labor Requirements.**
- 9.1. **Measure A.** Recipient will ensure that at least 80% of the housing units produced with PPO funds provided by Agency are built subject to a project labor agreement that satisfies the requirements of Section 28 of Measure A, attached as Exhibit C-1 and incorporated herein by reference.
 - 9.2. **The Act.** Recipient will ensure that any construction or rehabilitation project receiving PPO funds provided by Agency complies with the requirements of Government Code section 64720.5, attached as Exhibit C-2 and incorporated herein by reference.
- 10. Recruitment and Retention of Workers.** Recipient will ensure that all contracts funding social services positions, including but not limited to eviction prevention workers, comply with Section 27 of Measure A, attached as Exhibit C-3, attached hereto and incorporated herein by reference.
- 11. Records and Monitoring.**
- 11.1. **Progress Reports.** Recipient will submit Quarterly Progress Reports (“QPRs”) and an Annual Report (“**Annual Report**”) to Agency on Recipient’s use of PPO funds, Technical Assistance funds, and RPHP funds. Among other things, each QPR must address (with supporting documentation, as reasonably required by

Agency) how Recipient has used, or plans to use, the PPO funds, Technical Assistance funds, and RPHP funds in accordance with this MOU, including, but not limited to, Sections 6 through 8 above. If Agency creates a template QPR, Recipient shall use Agency's template. Beginning July 1, 2025, Recipient must submit QPRs to Agency in accordance with the schedule set forth in Master Funding Policy and Guidelines for Eligible Jurisdictions. The July QPR submission will represent Recipient's Annual Report to Agency.

11.2. **Financial Records.** Recipient shall maintain financial records, supporting documents and agreements, statistical reports, official files, and any other evidence necessary to demonstrate compliance with this MOU. The foregoing shall be maintained on file by Recipient for at least five years after the expiration or termination of this MOU and made available to Agency upon request.

11.3. **Audit Requirements.** Agency shall contract for an annual audit, to be initiated within six months after the end of the fiscal year being audited, for the purpose of determining Recipient's compliance with this MOU, the Act, and Measure A. Upon completion of the annual audit, Agency will provide Recipient with a copy thereof.

12. **Compliance with Funding Requirements.** Recipient and any of its sub-recipients shall comply with the programmatic and financial grant implementation policies and guidelines included in the Master Funding Policy and Guidelines for Eligible Jurisdictions, published by the Agency, for all categories of funds.

13. **Indemnification.** Recipient agrees to indemnify, defend (with counsel reasonably approved by Agency) and hold harmless Agency and its board members, officials, officers, employees, agents, and volunteers, at Recipient's sole expense, from and against any and all claims actions, losses, damages, liability, and/or legal proceedings brought against Agency, its board members, officials, officers, employees, agents, and volunteers arising out of Recipient's performance of, or lack of performance of, any of its obligations under this MOU.

14. **Dispute Resolution; Breach and Remedies.**

14.1. **Avoidance of Disputes.** The Parties recognize that, as public agencies that are mutually interested in the efficient and effective use of Measure A revenues to prevent homelessness and increase access to affordable housing, the Parties desire to avoid legal disputes related to this MOU or to the pass-down and expenditure of Measure A revenues. The Parties therefore commit to make their respective best efforts to work collaboratively and cohesively to address questions of eligible uses or other compliance-related issues prior to the issue rising to the level of a dispute.

14.2. **Dispute Resolution.** Except as otherwise provided below, before proceeding in accordance with Sections 14.3 and 14.4, the Parties will attempt to informally resolve any disputes that arise from the application or interpretation of this MOU.

The aggrieved Party shall notify the other Party of its intent to invoke this dispute resolution procedure within 10 business days after such dispute arises. If the Parties fail to resolve the dispute within 10 business days after delivery of such notice, each Party shall, within five business days thereafter, nominate a senior officer of its management to meet at a mutually agreed location to resolve the dispute. If the dispute remains unresolved within 10 business days after such a meeting, each Party, without further delay, shall have the right to proceed in accordance with Sections 14.3 and 14.4. Notwithstanding the foregoing, this Section 14.2 does not apply to a dispute involving Recipient's alleged misuse or misappropriation of funds in violation of the Act, Measure A, or other applicable laws.

- 14.3. **Recipient's Breach.** Recipient shall be in breach under this MOU if it fails to perform or satisfy any obligation or requirement set forth herein, or if it fails to comply with the Agency's established policies and guidelines, the Act, Measure A or other applicable law. If such violation is subject to cure, it shall be deemed a breach of this MOU after 60 calendar days of receiving written notice from Agency.

14.4. **Remedies.**

14.4.1. Recipient's sole remedy shall be to institute an action at law or equity to seek specific performance of the terms of this MOU. Recipient shall not be entitled to recover damages for any breach by Agency hereunder. For clarity, this Section allows for Recipient to obtain a court order to receive disbursement of Agency funds that Recipient is legally entitled to receive or to obtain a declaration of rights among the Parties under the law or this MOU.

14.4.2. If Agency alleges that Recipient has misused or misappropriated funds in violation of the Act, Measure A, or both, Agency may institute an action at law or equity to pursue all available legal or equitable remedies without providing a period for cure. In addition to the foregoing, Agency may pause disbursements of PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient until such time as Agency reasonably determines that Recipient is complying with this MOU or a court of competent jurisdiction orders Agency to resume disbursing PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient.

15. **Most Favored Nation.** Recipient acknowledges that Agency receives Measure A revenues for the purpose of passing through funding to multiple Eligible Jurisdictions throughout the County of Los Angeles and that each Eligible Jurisdiction, including Recipient, benefits from terms that ensure that another Eligible Jurisdiction (or its Subrecipients or contractors) does not take actions against Agency that would put Agency's pool of funds at risk. Therefore, Agency recognizes that the terms of this MOU, including the indemnity provisions and limitations on damages against Agency, are most effective if applicable to all Eligible Jurisdictions. Recipient shall therefore be subject to the same terms and conditions of the

Eligible Jurisdiction that receives the most favorable terms in its Funding Memorandum of Understanding with Agency. This most favored nation clause is not triggered by, and shall not preclude, Agency from settling or resolving disputes with Eligible Jurisdictions or other claimants; it is only intended to ensure the standardization of the various MOUs.

16. Notice.

16.1. **Methods.** All notices, consents, requests, demands, and other communications required or permitted under this MOU must be in writing and are conclusively deemed effective:

- (A) On personal delivery;
- (B) On confirmed delivery by courier service;
- (C) On the first business day after transmission if sent by registered electronic mail transmission, with unmodifiable proof of content, delivery, and time of delivery;
- (D) If delivered by non-registered email, when the recipient, by an email sent to the email address for the sender stated in this Section 16 or by a notice delivered by another method in accordance with this Section 16 acknowledges having received the sender's email, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 16; or
- (E) On the third day after deposit in the United States mail, by certified or registered mail, postage prepaid, addressed to the other Party.

16.2. **Courtesy Notice.**

- (A) If a Party gives notice under Section 16.1(A), (B), or (E) above, the noticing Party will make a good-faith effort to also send a courtesy copy of the notice to the other Party by email.
- (B) Failure to receive a courtesy copy is not a defect in notice.

16.3. **Addresses.**

- (A) Notices and other written communications to Agency must be sent to:

Los Angeles County Affordable Housing Solutions Agency
Kenneth Hahn Hall of Administration
500 West Temple Street, Room B50-b
Los Angeles, CA 90012
Attention: Ryan Johnson, Chief Executive Officer
Email: ryan.johnson@lakahsa.gov

With a copy to:

Best Best & Krieger LLP
300 South Grand Ave., 25th Floor
Los Angeles, CA 90071 Attention: Michael Maurer and Paula de Sousa
Emails : michael.maurer@bbklaw or paula.desousa@bbklaw.com

(B) Notices and other written communications to Recipient must be sent to:

San Fernando Valley Council of Governments
5121 Van Nuys Blvd., Ste.200
Sherman Oaks, CA 91403
Attention: John Bwarie, Executive Director
Email: john@stratiscope.com

With a copy to:

Los Angeles County Counsel
500 West Temple Street
Los Angeles, CA 90012
Attention: Elizabeth Pennington
Email: ljacobson@counsel.lacounty.gov

- 16.4. **Change of Address.** Either Party may change its address or email address by giving the other Party notice of the change in any manner permitted by this MOU.
- 16.5. **Refused or Undeliverable Notice.** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified is deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, courier service, or other delivery service (as applicable).

17. Miscellaneous.

- 17.1. **Governing Law; Venue.** This MOU is governed by the laws of the State of California. Venue lies only in the state and federal courts in Los Angeles County, California.
- 17.2. **Integrated Agreement.** This MOU is the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements or understandings between the Parties. This MOU cannot be modified except by a written document signed by both Parties. No Party is relying on any

other negotiation, discussion, or agreement in connection with the subject matter of this MOU. This is a fully integrated agreement.

- 17.3. **Independent Representation by Counsel.** The Parties represent that in executing this MOU they have relied solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel.
- 17.4. **Capacity to Contract.** Recipient has the capacity and the authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Recipient to carry out the terms hereof.
- 17.5. **Authority to Execute.** Each person executing this MOU on behalf of Recipient represents and warrants to Agency that they are duly authorized to execute and deliver this agreement on behalf of Recipient.
- 17.6. **Enforcement Costs.** If any action or proceeding is brought by any Party against any other Party to enforce any of the provisions hereof, or to seek damages by reason of any alleged breach of any of the provisions hereof (whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), the prevailing Party shall be entitled to recover from the other Party its attorney's fees in such amount as the court may adjudge reasonable in such action or proceeding, together with the prevailing Party's other costs and expenses (including, without limit, court costs and other litigation costs and expenses).
- 17.7. **Assignment.** Recipient may not assign this MOU without Agency's prior written consent, which may be withheld for any reason.
- 17.8. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable and the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this MOU, then the other provisions of this MOU that can be given effect without the invalid provision remain in effect.
- 17.9. **Headings.** This MOU's headings are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.
- 17.10. **Counterparts; Electronic Signatures.**
 - (A) This MOU may be signed and delivered in counterparts.
 - (B) In addition to any other lawful method of executing this MOU, this MOU may be signed and delivered by each Party either: (i) electronically by facsimile (e.g., scanned image or PDF copy); or (ii) digitally through the use of EchoSign, DocuSign, or such other commercially available digital-signature software that results in verified and confirmed signatures delivered electronically to each Party.

- (C) Each electronic or digital signature of a Party is treated as an original, as if personally signed by that Party.

17.11. **Agreements with Third Parties.** If Recipient enters into any agreements with contractors, consultants, subrecipients or other parties ("**Other Contracting Party**") for the use of PPO Funds, Technical Assistance Funds, or RPHP Funds for the implementation of eligible activities ("**Third-Party Contracts**"), such Third-Party Contracts shall be consistent with the terms of this MOU. Recipient shall include in all Third-Party Contracts a requirement to comply with all terms of this MOU applicable to the work or services provided by the Other Contracting Party, and all legal requirements, including the Measure A requirements.

- 17.12. **No Third-Party Beneficiary.** There is no intended third-party beneficiary of this MOU.
- 17.13. **No Waiver.** No waiver of a provision of this MOU is valid unless it is made in writing and signed by the Party against whom such waiver is sought to be enforced. A failure to enforce a right hereunder does not constitute a continuing waiver of that right or a waiver of any other right hereunder. No waiver, benefit, privilege, or service that is voluntarily given or performed by a Party gives the other Party any contractual right by custom, estoppel, or otherwise.
- 17.14. **Successors and Representatives.** This MOU binds and inures to the benefit of the Parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.

(Signatures on the following page)

IN WITNESS WHEREOF, the Parties have executed this MOU as indicated below.

RECIPIENT

San Fernando Valley Council of Governments, a California Joint Powers Authority

By: _____
John Bwarie, Executive Director

APPROVED AS TO FORM

By: _____
Elizabeth Pennington, County Counsel

AGENCY

Los Angeles County Affordable Housing Solutions Agency, a special act agency established pursuant to Government Code section 64710 and operating pursuant to the Los Angeles County Regional Housing Finance Act, Government Code section 64700 et seq. ("LACAHS")

By: _____
Ryan Johnson, Chief Executive Officer

APPROVED AS TO FORM

By: _____
Michael Maurer, Agency Co-General Counsel

EXHIBIT A

Eligible Jurisdictions

Eligible Jurisdiction	PPO Pro Rata RHNA Share¹	Technical Assistance Share	RPHP Share
Burbank-Glendale-Pasadena Regional Housing Trust	1.03%	0.09%	0.56%
City of Glendale	0.69%	0.09%	0.55%
City of Long Beach	1.38%	0.20%	1.21%
City of Los Angeles	22.80%	1.72%	10.34%
City of Santa Clarita	0.63%	0.04%	0.23%
Gateway Cities Council of Government/Gateway Cities Affordable Housing Trust	2.37%	0.35%	2.12%
Las Virgenes/Malibu Council of Governments	0.07%	0.01%	0.04%
North Los Angeles County Transportation Coalition JPA	0.76%	0.09%	0.56%
San Fernando Valley Council of Governments	0.09%	0.01%	0.04%
San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	4.22%	0.36%	2.14%
South Bay Cities Council of Governments/South Bay Regional Housing Trust	1.91%	0.21%	1.28%
Unincorporated Los Angeles County	4.86%	0.23%	1.39%
Westside Cities Council of Governments	1.19%	0.09%	0.55%

¹ As approved by Agency's Board on 6/25/2025. Pursuant to the Act, the Pro Rata RHNA Shares attributable to the Councils of Governments exclude any share attributable to an individually listed jurisdiction.

Exhibit A

EXHIBIT B-1

Government Code Section 64830

64830.

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:
 - (1) A minimum of 40 percent of the annual programmatic budget, excluding any bond indebtedness, shall be spent on affordable housing creation, preservation, and ownership as follows:
 - (A) The following conditions shall apply with regard to affordable housing creation:
 - (i) Funding pursuant to this subparagraph may be used for the following purposes, including, but not limited to, land acquisition, housing acquisition, financing, and ownership programs, including the agency serving as a single source of financing as appropriate, income assistance for extremely low income households, and project-based rental assistance contracts with no time limit that are restricted to the support of extremely low income households.
 - (ii) Financing for any development costs associated with a project or funding grant that is for housing that is 100 percent affordable, which means restricted to any household that earns less than 80 percent of the area median income (AMI), including permanent supportive housing that includes onsite supportive services. An eligible project may also include a subset of at least 50 units, or 50 percent of the total units, whichever is greater, in a larger development that includes units targeted up to 120 percent of AMI, in which case the agency may only fund units that are designated for extremely low and very low income households, and agency funds shall not be used in connection with any unit that is income restricted due to development incentives, density bonuses, or similar programs.
 - (I) For each of the eligible jurisdictions, as defined in paragraph (1) of subdivision (a) of Section 64830.5, 25 percent of all funded units shall be reserved for extremely low income households, as defined in Section 50106 of the Health and Safety Code, and 25 percent shall be reserved

Exhibit B-1

for very low income households, as defined in Section 50105 of the Health and Safety Code, over any two-year period, with regular monitoring by the citizens' oversight committee and board of units funded and constructed during that two-year period.

- (II) For each project, 10 percent of the units in the project shall be reserved for extremely low income households and 10 percent of the units shall be reserved for very low income households.
- (B) Funding pursuant to this paragraph for affordable housing preservation programs may be used to acquire, rehabilitate, place affordability restrictions on, and preserve existing housing units, housing from the private market, and units in residential hotels as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code for affordability, in order to prevent the loss of affordability and expand permanent affordability. Funding provided pursuant to this subparagraph shall be subject to both of the following conditions:
 - (i) Existing residents of buildings acquired for the purpose of affordable housing preservation shall not be permanently displaced, even if the resident's household income exceeds the moderate-income limits in Section 50093 of the Health and Safety Code.
 - (ii) Buildings acquired for the purpose of affordable housing preservation shall achieve 100 percent occupancy by extremely low or very low income households over time through unit turnover.

Grants, loans, or other financing provided to community land trusts and other similarly structured nonprofit entities to acquire, rehabilitate, and preserve existing housing units are an eligible use pursuant to this subparagraph.

Programs to enable low- or moderate-income households to become or remain homeowners, including, but not limited to, below market rate ownership programs, downpayment assistance programs, residential rehabilitation loan programs, and grants or loans to assist in the rehabilitation or replacement of existing mobile homes located in a mobile home or manufactured home are eligible uses pursuant to this subparagraph.

- (C) Funding provided pursuant to this paragraph shall be subject to the following conditions in the event that demolition or rehabilitation of housing units is required:
 - (i) Any funded development or affordable housing grant on any property that includes a parcel or parcels that currently have residential uses, or within the five years preceding the grant have

Exhibit B-1

had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by low- or very low income households, shall be subject to a policy requiring the replacement of all those units to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy.

(II) Replacement requirements shall be consistent with those set forth in paragraph (3) of subdivision (c) of Section 65915, provided that any dwelling unit that is or was, within the five-year period preceding the grant, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income shall be replaced with units made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families.

(ii) If existing residents are required to be relocated due to demolition or rehabilitation needs, the developer is required to provide relocation benefits to the occupants of those housing rental units subject to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1. The developer shall comply with either the local government requirements for relocation assistance to displaced households or the policy set by the agency for relocation assistance to displaced households, whichever provides a greater benefit to the relocated or displaced households.

(iii) If existing occupants who are lower income households are required to vacate their units due to demolition or rehabilitation needs, the developer shall provide a right of first refusal for a comparable unit available in the new or rehabilitated housing development that is affordable to the household at an affordable rent, as defined in Section 50053 of the Health and Safety Code, or an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code.

...

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.)

Exhibit B-1

EXHIBIT B-2

Government Code Section 64830.5(a)(2)(A)

64830.5(a)(2).

...

(A)

- (i) Seventy percent of annual funding for the purpose of affordable housing preservation, affordable housing production, income assistance for extremely low-income households, and long-term, project-based rental assistance shall be allocated, based on the eligible jurisdiction's pro rata lower income housing need, to the eligible jurisdictions, provided that the allocation is consistent with the eligible uses of the funding set forth in paragraph (1) of subdivision (d) of Section 64830.
- (ii)
 - (I) Thirty percent of annual funding for the purpose of affordable housing preservation, affordable housing production, and long-term rental assistance, with no time limit, shall be allocated by the agency to the eligible jurisdictions consistent with the guiding principles of the agency and the eligible uses outlined in Section 64830.
 - (II) At least 5 percent of funds allocated pursuant to subclause (I) shall be used for technical assistance grants to cities with a population under 50,000.
- (iii) If an eligible jurisdiction is found to be out of compliance with affordability targets at the end of a two-year period, the board may take any of the following actions:
 - (I) Limit the funding for the jurisdiction to extremely low and very low income housing units only until compliance is reestablished.
 - (II) Require the funding allocated to the jurisdiction to be administered by the agency instead of the jurisdiction.
 - (III) Increase funding incentives as needed to meet project and programmatic targets.
- (iv)
 - (I) Any eligible jurisdiction may receive a direct allocation of all or part of the jurisdiction's funding described in this subparagraph if all of the following conditions are met:
 - (ia) The jurisdiction agrees to adopt and adhere to agency financing policies and guidelines, including public engagement and notice provisions outlined in this chapter.

Exhibit B-2

- (ib) All funded projects are in compliance with the agency's eligible uses and affordability requirements.
- (ic) The jurisdiction agrees to allocate its funding within 12 months through administrative processes without being subject to additional legislative process.
- (id) The jurisdiction is in compliance with Affirmatively Furthering Fair Housing in California guidelines.

(II)

- (ia) Once committed to a specific project, funds shall remain available for expenditure for an additional five years, unless an extension is authorized pursuant to sub-subclause (ib).
- (ib) If the funds have not been expended within five years of receipt as required in sub-subclause (ia), the jurisdiction shall show that it has made adequate progress towards completing the project. If the agency finds that the city has made adequate progress, the agency shall authorize an additional 24 months to grant entitlements to the remainder of the project. If the agency does not find that the city has made adequate progress, the funds shall be transferred to the agency. The agency shall hold the funds until the city submits a plan satisfactory to the agency to move forward with the project or allocate funds to another qualified project consistent with the jurisdiction's expenditure plan.
- (ic) For purposes of this subclause, "adequate progress" means the project has received the land use approvals or entitlements necessary for at least 75 percent of the project's units. . . .

. . .

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025

Exhibit B-2

EXHIBIT B-3

Government Code Section 64830

64830.

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

...

- (4) At least 5 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be used for technical assistance, research, and policy development. Eligible uses for these funds include, but are not limited to, all of the following:
- (A) Collecting and tracking information related to displacement and displacement risk, rents, and evictions in the region.
 - (B) Drafting model affordable housing land use ordinances that may be adopted by any jurisdiction in the County of Los Angeles.

...

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.

Exhibit B-3

EXHIBIT B-4

Government Code Section 64830

64830.

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

...

(2)

- (A) At least 30 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be spent on countywide renter protection and support programs.
- (B) These programs include any effort that helps renters of lower income households, as defined in Section 50079.5 of the Health and Safety Code.
- (C) Eligible uses of the funds include, but are not limited to, all of the following:
 - (i) Preeviction and eviction legal services, counseling, advice and consultation, training, renter education and representation, and services to improve habitability that protect against displacement of tenants.
 - (ii) Providing rental assistance for lower income households. Rental assistance shall be provided to a specific household for a reasonable amount of time not to exceed six months, and shall be paired with supportive services, such as eviction prevention and defense, to the greatest extent possible.
 - (iii) Providing relocation assistance for lower income households beyond what is legally required of landlords according to local or state law.

...

(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.

Exhibit B-4

EXHIBIT C-1

Measure A Labor Requirements

SECTION 28. CONSTRUCTION WORK.

- A. It is the intent of this section to encourage the development of local job opportunities and career pathways into the building and construction trades, including but not limited to apprenticeship and pre-apprenticeship programs.
- B. Any construction or rehabilitation project receiving funding or financing from this Ordinance, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.
- C. A project of 40 or more units is eligible to receive funding or financing from this Ordinance only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement executed by the Chief Executive Officer on June 7, 2023 if the project is elsewhere, or any successor to either agreement.
- D. For purposes of sections 28 and 29 of this Ordinance, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.
- E. The Designated Enforcement Agency ("DEA") shall have authority to enforce Labor Code sections 1720-1815, as amended from time to time, for projects funded by the tax imposed by this Ordinance. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects elsewhere, the contracting Funding Recipient shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under this Ordinance. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required under this Ordinance.
- F. Notwithstanding subsection C of this section, if a project labor agreement is agreed between the Funding Recipient or project developer, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from this Ordinance if all construction and rehabilitation is subject to that project labor agreement.
- G. For purposes of this Ordinance, "project labor agreement" has the meaning stated in subdivision (b)(1) of section 2500 of the Public Contract Code.

Exhibit C-1

EXHIBIT C-2

Government Code Section 64720.5

64720.5.

- (a) Any construction or rehabilitation project receiving funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, including, but not limited to, a project with under 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.
- (b) A project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works PLA. For purposes of this subdivision and subdivision (c), the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for the development project, regardless of whether construction or rehabilitation proceeds in phases or ownership is divided.
- (c) Notwithstanding subdivision (b), if a specific countywide project labor agreement is negotiated with mutual agreement between the Los Angeles/Orange Counties Building and Construction Trades Council and the Southern California Association of Nonprofit Housing and approved by the agency, then a project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the specific countywide project labor agreement rather than the Department of Public Works PLA.
- (d) For purposes of this section, "project labor agreement" has the same meaning as in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.
- (e) For purposes of this section, "Department of Public Works PLA" means the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 with Los Angeles/Orange Counties Building and Construction Trades Council, effective August 25, 2021.

(Added by Stats. 2022, Ch. 661, Sec. 1. (SB 679) Effective January 1, 2023.)

Exhibit C-2

EXHIBIT C-3

Measure A Section 27

SECTION 27. IMPROVING RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS.

- A. All contracts funding social services positions, including but not limited to homelessness services and eviction prevention workers, financed by the tax imposed by this Ordinance must:
1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
 2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority staff are also available to service provider and prevention worker staff;
 3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
 4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
 5. Not result in displacement of public employees.

Multi-year contracts are encouraged to support system, service delivery, workforce, and nonprofit service provider stability.

- B. By June 30, 2025, the County shall establish a labor council with equal representation from organized labor and nonprofit social service provider leadership to discuss pay equity and career development at contracted service providers, especially with regard to racial disparities and for those with lived experience of homelessness. This council shall make recommendations to the Board of Supervisors on issues related but not limited to all levels of compensation, wages and benefits, and appropriate pay ranges as compared to County employees performing similar work, including the feasibility of contracts for social services positions financed by this Ordinance meeting or exceeding area wage standards, pay equity for service provider staff, and the allowance of cost-of-living adjustments. The labor council shall provide initial recommendations to the Board of Supervisors by June 30, 2026.
- C. Every three years, the Chief Executive Officer shall conduct a review every three years of current payment rates across service types (such. as interim housing bed rates) to inform rate changes and, every five years, shall review current administrative rates allowed in service contracts compared with industry standards and best practices.

Exhibit C-3

