AGENDA

Public comment on any agenda item may be made during the consideration of that item. All comments on items not listed on the agenda may be made during the time allotted on the agenda to the public. Members of the public may comment by raising a hand and being recognized by the Chair. Speakers shall confine their comments to three minutes per speaker. Unless otherwise noted in the Agenda, the public may only comment on matters that are within the subject matter jurisdiction of the Westside Cities Council of Governments or items listed on the agenda.

1. CALL TO ORDER

2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS

3. ACTION ITEMS

A. Approval of January 18, 2018 Draft Meeting Notes
   **Action:** Approve the January 18, 2018 draft meeting notes

B. SCAG Regional Council District #41 Representative Appointment
   **Action:** Appoint WSCCOG representative to the SCAG Regional Council

C. SCAG Transportation Policy Committee Representative Appointment
   **Action:** Appoint WSCCOG representative to the SCAG Transportation Policy Committee

D. SCAG Energy and Environment Committee Representative Appointment
   **Action:** Appoint WSCCOG representative to the SCAG Energy and Environment Committee

E. Santa Monica Bay Restoration Commission (SMBRC) Representative Appointment
   **Action:** Appoint WSCCOG representative to the SMBRC

F. Metro Westside/Central Service Council Representative Appointment
   **Action:** Appoint WSCCOG representative to the Metro Westside/Central Service Council

G. Regional Homelessness Advisory Council (RHAC) Representative Appointment
   **Action:** Appoint WSCCOG representative to the RHAC

H. Contract with the County of Los Angeles for Homelessness Subregional Coordination
   **Action:** Approve the contract with the County of Los Angeles for Homelessness Subregional Coordination
I. Approval of Scope of Work for the Development of WSCCOG’s Multi-Year Subregional Program (MSP) Plan
   Action: Approve the scope of work for the development of the WSCCOG’s MSP Plan and inclusion in the Westside Mobility Study Request for Proposal

J. Approval of Amendment to the WSCCOG Legislative and Policy Platform to Include Position on Offshore Drilling
   Action: Approve the amendment to the WSCCOG Legislative and Policy Platform to include position on offshore drilling

4. INFORMATION AND DISCUSSION
   A. Potential County Stormwater Measure and County Water Resilience Plan Update
      i. Oral Update - Councilmember Meghan Sahli-Wells
      ii. OurWater LA Coalition Presentation - Deborah Bloome, Senior Director of Policy and Research of TreePeople
   B. California WaterFix Presentation – Charles Wilson, Executive Director of the Southern California Water Committee (SCWC)

5. LEGISLATION
   A. League of California Cities Legislative Update Memorandum

6. RECEIVE AND FILE
   A. WSCCOG Transportation Working Group Meeting Notes
   B. WSCCOG Homeless Working Group Meeting Notes

7. ANNOUNCEMENTS

8. FUTURE MEETING LOCATIONS AND AGENDA ITEMS
   A. Thursday, May 17, 2018 (City of Beverly Hills)
      i. Election of FY 2018-19 WSCCOG Chair, Vice Chair, and Secretary
      ii. WSCCOG FY 2018-19 Budget and Work Plan
      iii. Estolano LeSar Advisors Executive Director Contract Renewal

9. PUBLIC PARTICIPATION
   Members of the public may address the Westside Cities Council of Governments (WSCCOG) on any subject on or off the agenda by raising a hand and being recognized by the WSCCOG Chair. Speakers shall confine their comments to three minutes per speaker.

10. ADJOURN

Written materials distributed to the Board within 72 hours of the Board meeting are available for public inspection immediately upon distribution in the City Clerk’s office at West Hollywood City Hall located at 8300 Santa Monica Boulevard, West Hollywood, CA 90069, during normal business hours. Such documents will also be posted on the WSCCOG website at www.westsidecities.org and will be made available at the meeting.

In accordance with the Americans with Disabilities Act, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please contact WSCCOG Project Director Winnie Fong at 213-612-4545 or winnie@estolanolesar.com at least three days prior to the meeting.
1. CALL TO ORDER
   Councilmember Lauren Meister (Chair) called the meeting to order at 12:02 p.m.

2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS

3. ACTION ITEMS

   A. Approval of November 16, 2017 Draft Meeting Notes
      The motion was made by Councilmember John Mirisch (Vice Chair) and seconded by Vice Mayor Thomas Small to approve the November 16, 2017 meeting notes. The motion passed unanimously.

   B. Revised Statement of Work for the Contract with the County of Los Angeles for Homelessness Subregional Coordination
      The motion was made by Councilmember Kevin McKeown and seconded by Vice Chair Mirisch to approve the revised statement of work for the contract with the County of Los Angeles for the Homelessness Subregional Coordination grant. The motion passed unanimously.

4. EXECUTIVE DIRECTOR’S REPORT

   WSCCOG Executive Director Cecilia V. Estolano provided a brief update on the cities that joined the Los Angeles Community Choice Energy (LACCE) as of December 2017 as well as presented a letter that WSCCOG submitted to the California Public Utilities Commission (CPUC) regarding the Draft Resolution (E-4907). Councilmember McKeown also provided an update from a previous LACCE meeting he attended regarding the draft resolution.
Ms. Estolano provided an update on Metro’s plans to finalize the administrative guidelines for the Measure M Multi-year Subregional Program (MSP) in which the WSCCOG staff will need to conduct public outreach. WSCCOG staff plans to integrate the MSP’s outreach efforts with work performed under the forthcoming updated Westside Mobility Study. Chair Meister opened up for public comments about these efforts. Kevin Burton, Transportation Commissioner for the City of West Hollywood, commended WSCCOG’s efforts to explore funding and project opportunities for active transportation and first-last mile improvements. Mr. Burton also mentioned the challenges of bike share systems in the Westside and that WSCCOG should address safety issues by considering the key bicycle corridors that the COG identified a few years ago.

Ms. Estolano announced that the WSCCOG will be issuing the call for nominations to the cities for the upcoming WSCCOG appointments in which the Board will take action on March 8th.

5. INFORMATION AND DISCUSSION

C. Regional Approach to Affordable Housing
   Matt Glesne from the City of Los Angeles presented to the Board on the City’s latest approval of its Linkage Fee. Ms. Estolano also asked Mr. Glesne to provide a brief summary on Measure JJJ and its incentives towards housing production. Vice Chair Mirisch and Councilmember McKeown provided brief comments on SB 827 (Wiener) and their concerns about the impacts that the bill has on local control. Ms. Estolano requested direction from the Board regarding next steps on the affordable housing agenda item. Chair Meister requested a future presentation on policy and funding strategies related to affordable housing preservation. A motion was made by Councilmember McKeown and seconded by Chair Meister to invite Joan Ling to present on affordable homeless strategies. The motion passed unanimously.

6. LEGISLATION

7. RECEIVE AND FILE

8. ANNOUNCEMENTS

Chair Meister announced the new dog park at the City of West Hollywood. Vice Chair Mirisch provided updates on the construction along Santa Monica Boulevard. Stephanie Cohen (County of Los Angeles) announced an upcoming Housing-LA event on April 11th.

9. FUTURE MEETING LOCATIONS AND AGENDA ITEMS

10. PUBLIC PARTICIPATION

11. ADJOURN
   The WSCCOG Board adjourned at 1:12 p.m.
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: SCAG Regional Council District #41 Representative Appointment

____________________________________________________________________________

Recommended Action

That the Chair call for nominations for the position as the WSCCOG representative to the SCAG Regional Council District #41, close the nominations, and call for the vote or declare the election by acclamation.

Background

SCAG’s policy direction is guided by the 86-member official governing board known as the Regional Council. The Regional Council is composed of 67 Districts that include an elected representative of one or more cities. The Regional Council has general authority to conduct the affairs of SCAG, and implements the policy direction provided at the annual General Assembly of the membership. In addition, the Regional Council acts upon policy recommendations from SCAG policy committees and external agencies; appoints committees to study specific problems and programs; amends, decreases or increases the proposed budget to be reported to the General Assembly; and directs the actions of the agency throughout the year.

The Regional Council District #41 includes the cities of Beverly Hills, Culver City, Santa Monica and West Hollywood. The Regional Council District #41 representative position is currently being held by Councilmember Pam O’Connor of City of Santa Monica. Councilmember O’Connor is intending to serve one year of the position’s two-year term, which will end on May 4, 2018. SCAG requires that an election be held at least 30 days prior to the SCAG General Assembly, which will be held on May 5, 2018. All elected officials from SCAG member cities within the District are eligible candidates. The Regional Council Representative will serve the remaining year of Councilmember O’Connor’s two-term beginning on May 5, 2018 and ending in May 2019 (exact date to be determined).

Voting Process

The District Representative shall be elected by a majority of a quorum of the COG—defined as at least one elected official from two-thirds of the cities in the COG). If there is only one candidate, that individual shall be declared as the representative without having to conduct an election. WSCCOG staff released the Call for Candidates memorandum on January 30, 2018 and received two letters of interest for the position: Councilmember Meghan Sahli-Wells of City of Culver City and Councilmember Lauren Meister of City of West Hollywood. If the votes result in a tie, the election will be held again at the next upcoming COG meeting.

Attachments

A. Letter of Interest – Councilmember Meghan Sahli-Wells (City of Culver City)

B. Letter of Interest – Councilmember Lauren Meister (City of West Hollywood)
February 20, 2018

Ms. Cecilia Estolano  
Westside Cities Council of Governments c/o Estolano LeSar Advisors, LLC  
448 S. Hill Street, Suite 618  
Los Angeles, CA 90013  

Subject: WSCCOG Representation on the Southern California Association of Governments’ (SCAG) Regional Council and Energy and Environment Committee

Dear Ms. Estolano:

For the past four years, it’s been my pleasure to serve as the WSCCOG’s designated representative on SCAG’s Energy and Environment Committee (EEC). I’ve been an active and diligent participant, have rarely missed a meeting, and as you know, I’ve frequently shared information that is relevant to the WSCCOG with you.

While serving on the EEC, I have participated in several key programs, including the Regional Transportation Plan/Sustainable Communities Strategy; the Sustainability Planning Grants Program; and the Cap-and-Trade Greenhouse Gas Reduction Fund’s Affordable Housing & Sustainable Communities Program. Additionally, SCAG designated me as its spokesperson for its “Go Human” Campaign and included me as one of its representatives on the United States Department of Transportation’s Mayors’ Challenge for “Safer People, Safer Streets” program.

Building on this experience, I would welcome the WSCCOG Board’s consideration for my appointment to the Regional Council. While I’m also interested in continuing to serve on the EEC, if selected to serve on the Regional Council, I would be willing to withdraw my request to serve on this committee, providing a vacancy on the EEC for other WSCCOG Members.

Serving on the Regional Council requires a significant time commitment; fortunately my schedule allows me to serve in this new capacity. Finally, as I will be termed out of the City Council in 2020, this would be the culmination of my service on SCAG and WSCCOG, when this leadership opportunity can be passed on to others. I sincerely appreciate the Board’s consideration of these appointments.

Sincerely,

Meghan Sahli-Wells  
Council Member
February 22, 2018

Cecilia Estolano, Executive Director
Westside Cities Council of Governments
c/o Estolano Lesar Advisors, LLP
448 South Hill Street, #618
Los Angeles, CA 90013

Re: Letter of Interest: Appointment as the Westside Cities Council of Governments (WSCCOG) to the Southern California Association of Governments' (SCAG) Regional Council District #41

Dear Ms. Estolano:

I am writing to you to express my interest in serving as the WSCCOG’s representative to SCAG’s Regional Council District #41.

Since my election to the West Hollywood City Council in March of 2015 and my appointment to the WSCCOG, I have been very engaged in local and regional issues dealing with homelessness, housing and land use policies, transportation and mobility.

The challenges facing our state and particularly, the Southern California region, require an in-depth understanding of complex issues and policies, and the potential impacts of those policies on our communities. As a policymaker for the City of West Hollywood, I am committed to finding solutions that best meet the community’s diverse needs – not just a ‘one size fits all’ solution. The WSCCOG is comprised of vibrant Westside cities, each with its own character, and should have a representative who is cognizant of and sensitive to our cities’ differences, our cities’ similarities, and our cities’ common goals.

For all these reasons, I respectfully submit my letter of interest for the WSCCOG’s Board consideration for appointment to SCAG’s Regional Council District #41.

Thank you in advance for your time and consideration. Should you have any questions or need additional information, please contact me at 323-848-6460.

Sincerely,

[Signature]

Lauren Meister, Councilmember
DATE: March 8, 2018
TO: Westside Cities Council of Governments Board
FROM: Westside Cities Council of Governments Staff
SUBJECT: SCAG Transportation Committee Representative Appointment

Recommended Action

Appoint the WSCCOG representative to the SCAG Transportation Committee.

Background

The role of the SCAG Transportation Committee is to study and provide policy recommendations to the Regional Council relative to challenges and opportunities, programs and other matters, which pertain to the regional issues of mobility and accessibility, including, but not limited to all modes of surface transportation, transportation system preservation and system management, regional aviation, regional goods movement, transportation finance as well as transportation control measures. The SCAG Transportation Committee meets on the first Thursday of every month from 10:00am to 12:00pm at the SCAG Headquarters located in Downtown Los Angeles.

The current representative for the WSCCOG is Councilmember Jim B. Clarke of City of Culver City whose term expires in April 2018. WSCCOG is seeking to appoint a new representative to serve on the SCAG Transportation Committee for a two-year term beginning May 2018. WSCCOG posted the candidacy notice on January 30, 2018 and received two letters of interest for the position: Councilmember John Mirisch of City of Beverly Hills and Vice Mayor Thomas Small of City of Culver City.

Voting Process

The SCAG Transportation Committee representative shall be elected by a majority of the quorum of the COG. The voting member from each member city present at the meeting will cast one (1) vote. The candidate with the majority of the votes will be appointed as the representative to the SCAG Transportation Committee. If the votes result in a tie, the election will be held again at the next upcoming COG meeting.

Attachments

A. Letter of Interest – Councilmember John Mirisch (City of Beverly Hills)
B. Letter of Interest – Vice Mayor Thomas Small (City of Culver City)
February 7, 2018

Cecilia Estolano, Executive Director
Westside Cities Council of Governments
448 S. Hill St. #618
Los Angeles, CA 90013

RE: Appointment to the Southern California Association of Governments Transportation Committee

Dear Ms. Estolano:

As the former mayor and current councilman of Beverly Hills, California, I respectfully request your consideration to be appointed to Southern California Association of Governments (SCAG) Transportation Committee. As the lead architect in integrating an autonomous municipal shuttle system in Beverly Hills, I believe that I am ideally suited to provide insights into regional issues of mobility, air quality, transportation control measures and communications.

Since my election to the City Council of Beverly Hills in 2009, I have developed numerous, close-working relationships with the elected officials of Culver City, Santa Monica and West Hollywood. I truly understand the unique attributes of these cities and feel I can represent all of our interests as a representative on the SCAG Transportation Committee.

My experience includes working on a variety of committees and boards to further the interests of not only Beverly Hills, but also our neighboring cities. This includes various committees for the California League of Cities as well as being very active in my role on the Los Angeles County Selection Committee. My dedication to attending these committee meetings, and being a strong advocate for the needs of our communities, is unparalleled. My active role as a member of these committees has allowed me to establish relationships throughout the region as we work together towards common goals.

The role of the SCAG Transportation Committee is to study problems, programs and other matters which pertain to the regional issues of mobility, air quality, transportation control measures and communications, and make recommendations on such matters to the SCAG’s Regional Committee. I have a deep understanding of how important regional mobility is to the cities who make up the Westside Cities Council of Governments (WSCCOG). I realize that only through working together on regional solutions can we help adapt and overcome the challenges facing our cities when it comes to transportation.
This letter is being respectfully submitted to you for consideration as a representative for the WSCCOG on the SCAG Transportation Committee.

Sincerely,

John A. Mirisch
Councilmember, City of Beverly Hills
February 22, 2018

Ms. Cecilia Estolano
Westside Cities Council of Governments c/o Estolano LeSar Advisors, LLC
448 S. Hill Street, Suite 618
Los Angeles, CA 90013

Subject: WSCCOG Representation on the Southern California Association of Governments’ Transportation Committee

Dear Ms. Estolano:

Please accept this letter of interest to serve as the WSCCOG representative to the SCAG Transportation Committee. I have participated in virtually every major SCAG Conference since elected to office in Culver City. If appointed, I would make sure that the WSCCOG’s interests are represented in the development of SCAG’s Regional Transportation Plans. While the Westside has been successful in the advancement of Metro rail lines and bike sharing programs, we need more progress in creating first and last mile solutions and alleviating traffic and congestion on our local streets.

I have a strong interest in local and regional transportation planning. As a member of the City of Culver City’s City Council, I instigated and have been actively involved in the City’s Transit Oriented Development (T.O.D.) Visioning Study (in the vicinity of the City’s Expo Station). The visioning plan builds on the strengths of the T.O.D. District’s area mobility and circulation. I also currently serve on LA Metro’s Sustainability Council, representing all cities in the county except the City of Los Angeles. At the recent Verde Xchange/ULI-LA Future Build Conference I presented on a panel entitled “Multi-Modal Transportation Systems for Smart Cities”. Last October, I gave the keynote speech on Culver City’s plans for mobility and infrastructure at the International Conference on Sustainable Infrastructure of the American Society of Civil Engineers in New York. In March, I will attend the invitation only Mayor’s Transportation Workshop hosted by Mayor Michael B. Hancock in Denver. Both here in LA and internationally, I have more than 20 years of experience as a consultant and writer in urban planning and design.

The WSCCOG needs a strong presence on the SCAG Transportation Committee to identify and promote a variety of transit and mobility options, infrastructure improvements, and first and last mile mobility and local circulation objectives, which may be unique to our region. I welcome the opportunity to work with the WSCCOG to promote our shared goals. My schedule allows me to attend the SCAG Transportation Committee meetings regularly and update the WSCCOG Executive Director on all issues. I appreciate the Board’s consideration of my appointment.

Sincerely,

Thomas Aujero Small
Vice Mayor
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: SCAG Energy and Environment Committee Representative Appointment

____________________________________________________________________________

Recommended Action

Appoint the WSCCOG representative to the SCAG Energy and Environment Committee.

Background

The SCAG Energy and Environment Committee (EEC) considers environmental and energy issues of regional significance, including but not limited to air quality, water quality, solid and hazardous waste, habitat preservation, environmental justice, and environmental impact analysis. The SCAG EEC meets on the first Thursday of every month from 10:00am to 12:00pm at the SCAG Headquarters located in Downtown Los Angeles.

The current representative for the WSCCOG is Councilmember Meghan Sahli-Wells of City of Culver City whose term expires in May 2018. WSCCOG is seeking to appoint a representative to serve on the SCAG EEC for a two-year term beginning June 2018. WSCCOG posted the candidacy notice on January 30, 2018 and received one letter of interest for the position: Councilmember Meghan Sahli-Wells expressed interest to continue to serve on the SCAG EEC as the WSCCOG representative for another two-year term.

Voting Process

The SCAG EEC representative shall be elected by a majority of the quorum of the COG. The voting member from each member city present at the meeting will cast one (1) vote. The candidate with the majority of the votes will be appointed as the representative to the SCAG EEC.

Attachment

A. Letter of Interest – Councilmember Meghan Sahli-Wells (City of Culver City)
February 20, 2018

Ms. Cecilia Estolano  
Westside Cities Council of Governments c/o Estolano LeSar Advisors, LLC  
448 S. Hill Street, Suite 618  
Los Angeles, CA 90013

Subject: WSCCOG Representation on the Southern California Association of Governments’ (SCAG) Regional Council and Energy and Environment Committee

Dear Ms. Estolano:

For the past four years, it’s been my pleasure to serve as the WSCCOG’s designated representative on SCAG’s Energy and Environment Committee (EEC). I’ve been an active and diligent participant, have rarely missed a meeting, and as you know, I’ve frequently shared information that is relevant to the WSCCOG with you.

While serving on the EEC, I have participated in several key programs, including the Regional Transportation Plan/Sustainable Communities Strategy; the Sustainability Planning Grants Program; and the Cap-and-Trade Greenhouse Gas Reduction Fund’s Affordable Housing & Sustainable Communities Program. Additionally, SCAG designated me as its spokesperson for its “Go Human” Campaign and included me as one of its representatives on the United States Department of Transportation’s Mayors’ Challenge for “Safer People, Safer Streets” program.

Building on this experience, I would welcome the WSCCOG Board’s consideration for my appointment to the Regional Council. While I’m also interested in continuing to serve on the EEC, if selected to serve on the Regional Council, I would be willing to withdraw my request to serve on this committee, providing a vacancy on the EEC for other WSCCOG Members.

Serving on the Regional Council requires a significant time commitment; fortunately my schedule allows me to serve in this new capacity. Finally, as I will be termed out of the City Council in 2020, this would be the culmination of my service on SCAG and WSCCOG, when this leadership opportunity can be passed on to others. I sincerely appreciate the Board’s consideration of these appointments.

Sincerely,

[Signature]

Meghan Sahli-Wells  
Council Member
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Santa Monica Bay Restoration Commission Representative Appointment

________________________________________

Recommended Action

Appoint the WSCCOG primary representative to the Santa Monica Bay Restoration Commission (SMBRC).

Background

The Santa Monica Bay Restoration Commission (SMBRC) was established by the California Legislature in 2002 to monitor, assess, coordinate and advise the activities of state programs and oversees funding that affects the beneficial uses, restoration and enhancement of Santa Monica Bay and its watersheds. The cities of Beverly Hills, Culver City, Santa Monica, and West Hollywood are located within the Ballona Creek watershed portion of the Santa Monica Bay watershed and are eligible to be represented on the SMBRC Governing Board by a mayor or city councilmember. The WSCCOG representatives are a voting member of the SMBRC Governing Board. The Governing Board meets on the third Thursday of the even-numbered months of the year. All meetings are from 9:30am to 11:30am at the Del Rey Yacht Club in Marina del Rey.

Currently representing the WSCCOG is Councilmember Kevin McKeown (City of Santa Monica) as the primary representative and Councilmember Meghan Sahli-Wells (City of Culver City) as the alternate representative. The WSCCOG representative serves a two-year term, unless he or she is termed out of office. If this occurs, the COG would have 90 days to appoint a replacement for the remainder of the term. There are no term limits for the SMBRC Governing Board. The WSCCOG primary representative also has the authority to appoint up to two alternates.

WSCCOG posted the candidacy notice on January 30, 2018 and received one letter of interest for the position: Councilmember Kevin McKeown (City of Santa Monica) who expressed interest to continue and serve another two-year term.

Attachment

A. Letter of Interest – Councilmember Kevin McKeown (City of Santa Monica)
January 27, 2018

As the Westside Cities Council of Government’s appointed representative to the Santa Monica Bay Restoration Commission for the last two years, I have enjoyed considerable success in opening up the organization’s process for greater transparency, assuring that members of the public are more freely heard, bringing what had been secret-ballot votes out into the open as required by law, and encouraging innovative pilot projects like the creation of new mini-dunes on Santa Monica Beach to mitigate sea-level rise and provide needed wildlife and plant habitat.

With the recent long-anticipated release of the draft environmental documents for the proposed Ballona Wetlands restoration project, I have the opportunity on behalf of all our constituent cities to apply concern and expertise I have gained in over two decades of work as a Ballona Wetlands activist.

I hereby express my interest in continuing my work on the Santa Monica Bay Restoration Commission, and ask my colleagues on the Westside Cities Council of Governments to reappoint me.

With gratitude for the opportunity to serve,
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Metro Westside/Central Service Council Representative Appointment

____________________________________________________________________________

Recommended Action

Appoint the WSCCOG primary representative to the Metro Westside/Central Service Council.

Background

The representatives of the Westside/Central Service Council are in charge of making recommendations on bus routes and schedules for metro bus lines operating within the subregion. The Council is comprised of four members nominated for appointment by the Mayor of Los Angeles, one each by Los Angeles County Supervisors Mark Ridley Thomas (2nd District) and Sheila Kuehl (3rd District), and three members nominated by the WSCCOG. Currently, the three WSCCOG appointees are:

- Martha Eros (City of Beverly Hills)
- David Feinberg (Santa Monica Big Blue Bus)
- Perri Sloan-Goodman (City of West Hollywood)

Martha Eros’ term will expire on June 30, 2018. Metro is requesting the WSCCOG to submit a letter nominating the incumbent or a replacement appointee to complete the July 1, 2018 – June 30, 2021 term by May in order to ensure that a fully appointed Service Council is maintained. The WSCCOG posted the candidacy notice on January 30, 2018 and received one letter of interest for the position: Ms. Eros expressed interest to continue to serve on the Metro Westside/Central Service Council as the WSCCOG representative for another three-year term.

Attachment

A. Letter of Interest – Martha Eros (City of Beverly Hills)
February 23, 2018

Westside Cities Council of Governments
Winnie Fong, Project Director
448 S. Hill St. Suite 618
Los Angeles, CA 90013

RE: Reappointment to the Metro Westside/Central Service Council

Dear Ms. Fong,

I would like to express my interest in continuing my service as the Westside Cities Council of Governments (WSCCG) representative on the Metro Westside/Central Service Council for the July 1, 2018 to June 30, 2021 cycle.

My 18-year experience in transportation planning includes managing local transit programs, implementing bicycle infrastructure, working with Metro staff on local bus service and future subway planning, and programming local return funds.

Thank you for your time and consideration.

Martha Eros
City of Beverly Hills
Transportation Planner

CC: Aaron Kunz, Deputy Director of Transportation
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Regional Homelessness Advisory Council Representative Appointment

____________________________________________________________________________

Recommended Action

Appoint the WSCCOG representative to the Regional Homelessness Advisory Council.

Background

As part of the City and County of Los Angeles’ strategic planning efforts on homelessness, the Los Angeles Homeless Services Authority (LAHSA) and Home for Good co-convened a public-private Regional Homelessness Advisory Council (RHAC) to ensure a broad-based collective strategic initiative. The role and purpose of the RHAC include:

- Strategic leadership and alignment
- Implementation of best practices and coordinated programmatic approaches across systems
- Alignment of funding
- Track progress and communicate results
- Regional focus on causes of homelessness
- Eliminate artificial geographic and political barriers
- Improve homeless access to mainstream systems

The RHAC consists of 58 members from various public agencies and stakeholders, including one representative from the WSCCOG. In November 2016, the WSCCOG Board appointed Danielle Noble, Assistant Director of Community and Cultural Services at the City of Santa Monica, to serve as the WSCCOG representative to the RHAC. The City of Santa Monica recently hired Alisa Orduña as the Senior Advisor to the City Manager on Homelessness who is working directly on homelessness-related issues. The City of Santa Monica recommends that Ms. Orduña is the appropriate staff to serve as the WSCCOG representative as she currently is leading Santa Monica’s regional collaboration on homelessness.

The RHAC members serve a two-year term. Therefore, Ms. Orduña will serve the remaining part of Ms. Noble’s term, which ends in November 2018. Attached is the letter of interest from Ms. Orduña, which also describes her qualifications for the role as the WSCCOG’s representative to the RHAC.

Attachment:
   A. Letter of Interest – Alisa Orduña (City of Santa Monica)
Cecilia Estolano  
Executive Director  
Westside Cities Council of Governments  
448 S. Hill St. Suite 618  
Los Angeles, CA 90013  

Dear Ms. Estolano,  

On behalf of the City Manager’s Office in the City of Santa Monica, I am seeking your approval to serve the remainder of Danielle Noble’s term as the Westside Cities Council of Government (WCCOG) representative on the Los Angeles Homeless Services Authority’s Regional Homeless Advisory Committee (RHAC). We understand that this term ends in November, 2018.

A seasoned practitioner, I bring over twenty years of experience in homelessness programming and policy into my newly created role as the Senior Advisor to the City Manager on Homelessness. Prior to joining the City Manager’s Office on February 2, 2018, I was the Homelessness Policy Director to Los Angeles Mayor Eric Garcetti. I also worked at United Way as a program officer under the Home For Good initiative. Homelessness is a regional human crisis and through a coordinated, strategic approach, I believe we can make an impact. It would be an honor to represent this body on the RHAC.

Thank you for your consideration!

Sincerely,  

Alisa Orduña  

Alisa Orduña  
Senior Advisor to the City Manager on Homelessness  
City of Santa Monica  
1685 Main Street  
Santa Monica, CA 90407  
(310) 458-5961
DATE: March 8, 2018
TO: Westside Cities Council of Governments Board
FROM: Westside Cities Council of Governments Staff
SUBJECT: Approve Contract with the County of Los Angeles for Regional Homelessness Coordination

Recommended Action
That theWSCCOG Board approve the contract with the County of Los Angeles for Homelessness Subregional Coordination.

Background
The County Homeless Initiative team is providing grant funding for the COGs to provide regional coordination to combat homelessness. The funding amount per COG is based on the number of cities within each subregion. The WSCCOG can apply up to $30,000 for FY 2017-18 for regional homelessness coordination.

Revised Statement of Work
In November 2017, the WSCCOG presented the contract and statement of work for the WSCCOG Board’s approval. Chair Lauren Meister requested the Board to reconsider the contract at the next Board meeting with amendments to the statement of work, which include proposed recommendations from the cities of Santa Monica and West Hollywood.

On January 2, 2018, WSCCOG staff convened a conference call with the WSCCOG Homeless Working Group to discuss potential options that would benefit and support the member cities in their homelessness efforts. The members suggested that the cities could benefit from the development of a unified public education and training strategy to help the City staff and community members to contribute to the homelessness outreach.

The goal is to educate and empower the City staff (e.g., library workers or public works staff who encounter homeless during their regular duties) and community members (e.g., local businesses, faith-based organizations, residents, landlords, etc.) in engaging with homeless individuals and be a part of the homeless solution that supports the work of local non-profits, the coordinated entry system, and regional partners. Refer to the contract in Attachment A for the statement of work.

Proposed Budget
The proposed budget of $30,000 will be used for the WSCCOG staff to coordinate with the member cities, conduct research in support of the curriculum development, and develop a strategy for a regional implementation strategy.
Proposed Deliverables
The WSCCOG staff will produce quarterly reports to the County on describing the progress of the work, as well as the finalized training curriculum and the regional implementation strategy report.

Proposed Timeline
WSCCOG aims to execute the contract and begin work on April 1, 2018. Work will be completed within one year of the contract start date.

Attachment
A. Contract with the County of Los Angeles for Regional Homelessness Coordination Services
CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WESTSIDE CITIES COUNCIL OF GOVERNMENTS

FOR

HOMELESS SERVICES

CONTRACT NUMBER: AO-18-608
# CONTRACT PROVISIONS

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UNIQUE EXHIBITS

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004
I  Charitable Contributions Certification
CONTRACT BETWEEN  
COUNTY OF LOS ANGELES 
AND 
WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
FOR  
HOMELESS SERVICES  

This Contract (“Contract”) made and entered into this ___ day of ____________, 2018, by and between the County of Los Angeles, hereinafter referred to as (“County”) and WESTSIDE CITIES COUNCIL OF GOVERNMENTS, hereinafter referred to as (“Contractor”). Contractor’s administrative office is located at 448 South Hill Street, Ste, 618, Los Angeles, CA 90013.  

RECITALS  

WHEREAS, Contractor desires to provide, and County desires to acquire from Contractor, services as a contractor; and  

WHEREAS, on February 9, 2016, the County Board of Supervisors delegated authority to the Chief Executive Officer, subject to review and approval of County Counsel, to: a) prepare and execute agreements and any subsequent amendments, up to $250,000, to implement the recommended homeless strategies; and b) execute, as needed, any non-financial amendments or financial amendments which increase or decrease the total contract amount by not more than 10 percent; and  

WHEREAS, on June 13, 2017, the County Board of Supervisors allocated a total of $2 million from existing Homeless Initiative Provisional Financing Uses (PFU) to be used for regional coordination services at the council of governments level and homeless planning grants for cities in the Los Angeles Continuum of Care; and  

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

WHEREAS, the Contractor will coordinate regional services to support the County’s Homeless Initiative strategies and programs to combat homelessness through a unified public education and training strategy developed in collaboration with the Westside Cities Council of Governments (WSCCOG) member cities; and
WHEREAS, the maximum amount of the Contract shall be up to Thirty thousand dollars ($30,000) to be provided by the Homeless Initiative PFU fund.

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

1  APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 Exhibit A - Statement of Work
1.2 Exhibit B - Pricing Schedule
1.3 Exhibit C - Contractor’s EEO Certification
1.4 Exhibit D - County’s Administration
1.5 Exhibit E - Contractor’s Administration
1.6 Exhibit F - Forms Required at the Time of Contract Execution
1.7 Exhibit G - Jury Service Ordinance
1.8 Exhibit H - Safely Surrendered Baby Law

Unique Exhibits:

SB 1262 - Nonprofit Integrity Act of 2004

1.9 Exhibit I - Charitable Contributions Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to
this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2 DEFINITIONS

2.1 Standard Definitions:

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

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.

2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.1.1.4 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.

2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
2.1.1.7 **County Project Manager:** Person designated by County’s Project Director to manage the operations under this contract.

2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of all tasks, deliverables, goods, services and other work provided by the contractor.

2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County’s Project Manager.

2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.

2.1.1.11 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract

2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3 **WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4 **TERM OF CONTRACT**

4.1 The term of this Contract shall commence upon execution by the County’s Chief Executive Officer and shall expire in one (1) year, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to one (1) year, for a maximum total Contract term of two (2) years. Each such extension option may be exercised at the sole
discretion of the Chief Executive Officer or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Maximum Amount of this Contract shall be **Thirty thousand dollars ($30,000)**, for the term of this Contract as set forth Paragraph 4.0 - Term of Contract, above. Any costs incurred to complete this Contract more than the maximum not-to-exceed cost will be borne by the Contractor.

5.2 Written Approval for Reimbursement

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor’s duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County’s express prior written approval.

5.3 Notification of 75% of Total Contract Sum

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Chief Executive Office at the address herein provided in Exhibit D (County’s Administration).

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind
whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County’s right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor’s payments shall be as provided in Exhibit B (Pricing Schedule) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.5 All invoices under this Contract shall be addressed to the following and submitted electronically to the following email address:

Jerry Ramirez, Homeless Initiative Manager
Los Angeles County Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012
hiadmin@ceo.lacounty.gov
5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County’s Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6 **ADMINISTRATIONS OF CONTRACT - COUNTY**

6.1 **County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

6.2 **County’s Project Director**

6.2.1 The role of the County’s Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.

6.3 **County’s Project Manager**

6.3.1 The role of the County’s Project Manager is authorized to include:

6.3.1.1 Meeting with the Contractor’s Project Manager on a regular basis; and

6.3.1.2 Inspecting all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor’s
obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby.

The County’s Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County’s Contract Project Monitor

6.4.1 The role of the County’s Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor’s obligation to fully satisfy all the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County’s Project Manager.

7 ADMINISTRATIONS OF CONTRACT - CONTRACTOR

7.1 Contractor Administration

A listing of all of Contractor’s Administration referenced in the following paragraphs is designated in Exhibit E (Contractor’s Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.2 Contractor’s Project Manager

7.2.1 The Contractor’s Project Manager is designated in Exhibit E (Contractor’s Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor’s Project Manager.

7.2.2 The Contractor’s Project Manager shall be responsible for the Contractor’s day-to-day activities as related to this Contract and shall meet and coordinate with County’s Project Manager and County’s Contract Project Monitor on a regular basis.

7.3 Approval of Contractor’s Staff

7.3.1 County has the absolute right to approve or disapprove all the Contractor’s staff performing work hereunder and any proposed changes in the Contractor’s staff, including, but not limited to, the Contractor’s Project Manager.
7.4 Contractor’s Staff Identification

Contract shall provide, at Contractor’s expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor’s staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor’s staff passes or fails the background investigation.

If a member of Contractor’s staff does not pass the background investigation, County may request that the member of Contractor’s staff be removed immediately from performing services under the Contract. Contractor shall comply with County’s request at any time during the term of the Contract. County will not provide to Contractor or to Contractor’s staff any information obtained through the County’s background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor’s staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor’s staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor’s indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County’s prior written approval.

7.6.3 Contractor shall inform all its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

Contractor shall sign and adhere to the provisions of the “Contractor Acknowledgement and Confidentiality Agreement”, Exhibit F.

8 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer or his/her designee.
8.1.2 For any change which does not materially affect the statement of work or any other term or condition included under this Contract, a Change Notice shall be prepared and signed by the County’s Project Manager and Contractor’s Project Manager.

8.1.3 The Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer and his/her designee.

8.1.4 The Chief Executive Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Chief Executive Officer.

8.2 Notwithstanding Section 8.1.1 above, Assignment and Delegation

8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County’s sole discretion, against the claims, which the contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written
consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor’s duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County’s express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

8.4.1 In the event that the County’s Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County’s notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board’s approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.
8.5 Complaints

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.2 Complaint Procedures

8.5.2.1 Within thirty (30) business days after the Contract effective date, the contractor shall provide the County with the contractor’s policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor’s policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor’s policy, the contractor shall make such changes and resubmit the plan within fifteen (15) business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor’s policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County’s Project Manager of the status of the investigation within thirty (30) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County’s Project Manager within ten (10) business days of mailing to the complainant.

8.6 Compliance with Applicable Law

8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and
procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor’s indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County’s prior written approval.

8.7 Compliance with Civil Rights Laws

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

8.8 Compliance with the County’s Jury Service Program

8.8.1 Jury Service Program:
This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the contractor has demonstrated to the County’s satisfaction either that the contractor is not a “contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee’s regular pay the fees received for jury service.

2. For purposes of this paragraph, “contractor” means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars ($50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. “Employee” means any California resident who is a full-time employee of the contractor. “Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a
copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of “contractor” or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County’s satisfaction that the contractor either continues to remain outside of the Jury Service Program’s definition of “contractor” and/or that the contractor continues to qualify for an exception to the Program.

4. Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

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

8.10 Intentionally Omitted

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County’s Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor’s minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County’s policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor
on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

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

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor’s representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to
object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board.
pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board’s proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County’s policy to encourage all County contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster, in Exhibit H, in a prominent position at the contractor’s place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. Information and posters for printing are available at www.babysafela.org.

8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County’s Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor’s duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is
now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County’s Quality Assurance Plan

The County or its agent(s) will monitor the contractor’s performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or
alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 Fair Labor Standards

8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor’s employees for which the County may be found jointly or solely liable.
8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee,
partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting contractor’s indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the
“Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars ($50,000), and list any County required endorsement forms.

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

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

**County of Los Angeles**
Jerry Ramirez, Homeless Initiative Manager
Chief Executive Office
Hall of Administration
500 W. Temple Street, Rm 493
Los Angeles, CA 90012

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor’s General Liability policy with respect to liability arising out of contractor’s ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor’s acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
8.24.4 **Cancellation of or Changes in Insurance**

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

8.24.5 **Failure to Maintain Insurance**

contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 **Contractor's Insurance Shall Be Primary**

Contractor’s insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.
8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor’s policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor’s payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

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

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

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

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for
each single accident. Insurance shall cover liability arising out of contractor’s use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers’ Liability**

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than one million ($1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor’s operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen’s compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

8.25.4.1 **Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million ($2,000,000) per claim and two million ($2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 **Professional Liability-Errors and Omissions**

Insurance covering contractor’s liability arising from or related to this Contract, with limits of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for
a period of not less than three (3) years following this Agreement’s expiration, termination or cancellation.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor’s invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the contractor’s payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars ($100) per day per infraction, and that the contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County’s payment to the contractor; and/or (c) Upon giving five (5) days notice to the contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the contractor from the County, as determined by the County.
8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph shall not, in any manner, restrict or limit the County’s right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County’s right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

8.27.1 If the contractor’s prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor’s EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The contractor shall allow County representatives access to the contractor’s employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.
8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

8.31.1 The contractor shall bring to the attention of the County’s Project Manager and/or County’s Project Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County’s Project Manager or County’s Project Director is not able to resolve the dispute, the Chief Executive Officer, or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.
8.34 Notices

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County’s Administration) and E (Contractor’s Administration). Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Chief Executive Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County’s right to audit and inspect the contractor’s documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, if applicable, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of
a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 Publicity

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

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.38 Record Retention and Inspection-Audit Settlement

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment,
timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County’s option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County’s Auditor-Controller within thirty (30) days of the contractor’s receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County’s dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County’s Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County’s dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County’s
maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

8.39.1 Consistent with the Board of Supervisors’ policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the contractor without the advance approval of the County. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County’s request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.

8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County’s approval of the contractor’s proposed subcontract.

8.40.5 The County’s consent to subcontract shall not waive the County’s right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
8.40.6 The County’s Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County’s consent to subcontract.

8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

Jerry Ramirez, Homeless Initiative Manager  
Los Angeles County Chief Executive Office  
Hall of Administration  
500 W. Temple Street, Rm 493  
Los Angeles, CA 90012

8.41 Termination for Breach of Warranty to Maintain Compliance with County’s Child Support Compliance Program

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor’s Warranty of Adherence to County’s Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of
work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County’s Project Director:

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar
to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8.44  Termination for Improper Consideration

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller’s Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45  Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or
8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

8.46.1 The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County’s Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County’s Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor’s performance hereunder or by any provision of this Contract during any of the County’s future fiscal years unless and until the County’s Board of Supervisors appropriates funds for this Contract in the County’s Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach
or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 Termination for Breach of Warranty to Maintain Compliance with County’s Defaulted Property Tax Reduction Program

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure
of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County’s Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor’s staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9 UNIQUE TERMS AND CONDITIONS

9.1 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.
A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.2 Contractor Protection of Electronic County Information

9.2.1 Data Encryption

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Health Insurance Portability and Accountability Act of 1996 (HIPPA), and implementing regulations, MI is defined in California Civil Code Section 56.05(j).

a. Stored Data

Contractors' and subcontractors' workstations and portable devices that are used to access, store, receive and/or transmit County PI, PHI or MI (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: a) Federal Information Processing Standard Publication (FIPS) 140-2; b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

b. Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.
c. Certification

The County must receive within ten (10) business days of its request, a certification from the Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set for the above. In additional, Contractor shall maintain a copy of any validation/attestation report that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 9.3.1(Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
IN WITNESS WHEREOF, County has caused this Contract to be executed by its Chief Executive Officer. Contractor has caused this Contract to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By ____________________________    _______________
SACHI A. HAMAI  Date
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By ____________________________
KATHERINE M. BOWSER
Principal Deputy County Counsel

Westside Cities Council of Governments

By ____________________________
Lauren Meister
WSCCOG Chair

________________      _
Tax Identification No.
On June 13, 2017, the County of Los Angeles Board of Supervisors (Board) approved Measure H funding allocations in support of the County’s Homeless Initiative (HI) strategies to combat homelessness in the County. Along with approving the funding allocations, the Board also allocated funding for regional homelessness coordination services at the Council of Government (COG) level for coordination between cities in each COG.

The Westside Cities Council of Governments (WSCCOG) is a joint powers authority created by the cities of Beverly Hills, Culver City, Santa Monica, West Hollywood, the City of Los Angeles (Districts 5 and 11) and the County of Los Angeles (Districts 2, 3, and 4).

The Los Angeles Housing Service Authority (LAHSA) estimated 5,511 homeless individuals in the West Los Angeles Service Planning Area (SPA 5) region in 2017, an increase of 18 percent from the previous year. WSCCOG provides a forum for discussion and communication on homelessness in the region as well as formalized representation and advocacy with governmental agencies at all levels.

The objective of the regional coordination of homeless-related services is to support the County’s HI strategies and programs to combat homelessness through a unified public education and training strategy developed in collaboration with the WSCCOG member cities. The goal is to develop a curriculum and implementation strategy to educate and empower City staff and community members to participate in homelessness solutions and engage with homeless individuals. This will also help support the work of local non-profits, the coordinated entry system (CES), and regional partners by learning how to make appropriate referrals and connections to existing services and resources.

The first part of the strategy is to develop a training curriculum designed to train City staff and community members on how to respond to homeless individuals in need. Currently, the City of Santa Monica is developing a local strategic training plan that would help broaden the base of its outreach opportunities by equipping City staff and community members with basic competencies in addressing homelessness, such as 1) how to respond skillfully to behavioral issues when interacting with homeless individuals, and 2) make appropriate referrals. Santa Monica’s training plan would establish learning objectives based on a needs assessment and skills acquisition goals, identify best practice training modules, and develop a core curriculum and implementation plan. WSCCOG will build off Santa Monica’s framework to serve as the foundation for a subregional strategy. WSCCOG will work closely with the Westside...
member cities to customize the training curriculum and develop an implementation strategy, which would also enhance the member cities’ local homelessness plans.

The second part of the strategy is to develop a subregional public education campaign by building off the public messaging campaign and toolkits developed by the County and United Way. WSCCOG will work closely with the member cities to customize a coordinated and consistent message to educate the City staff and community members in the subregion based on existing materials, as well as strategize on how the subregion should organize community engagement events in collaboration with the County and United Way.

Section III. Tasks/Deliverables

Task 1: Coordinate with Member Cities

A. WSCCOG staff will conduct monthly conference call meetings, on the first Tuesday of every month, with members of the WSCCOG Homeless Working Group to coordinate the planning efforts of developing and implementing a regional public education and training strategy on homelessness.

<table>
<thead>
<tr>
<th>City</th>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSCCOG</td>
<td>Winnie Fong</td>
<td>Project Director</td>
</tr>
<tr>
<td>WSCCOG</td>
<td>Kris Kuntz</td>
<td>Staff</td>
</tr>
<tr>
<td>WSCCOG</td>
<td>Leah Hubbard</td>
<td>Staff</td>
</tr>
<tr>
<td>City of Beverly Hills</td>
<td>Jim Latta</td>
<td>Human Services Administrator</td>
</tr>
<tr>
<td>City of Culver City</td>
<td>Tevis Barnes</td>
<td>Housing Programs Administrator</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>Tricia Keane</td>
<td>Deputy Chief of Staff (CD 11)</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>Jim Bickhart</td>
<td>Consultant to Councilmember Paul Koretz (CD 5)</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>Steve Luu</td>
<td>Office of the Chief Legislative Analyst</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>Jack Reef</td>
<td>Office of the Chief Legislative Analyst</td>
</tr>
<tr>
<td>City of Santa Monica</td>
<td>Margaret Willis</td>
<td>Human Services Administrator</td>
</tr>
<tr>
<td>City of West Hollywood</td>
<td>Corri Planck</td>
<td>Project Manager, West Hollywood Homeless Initiative</td>
</tr>
<tr>
<td>County of Los Angeles</td>
<td>Stephanie Cohen</td>
<td>District Director, County District 3</td>
</tr>
</tbody>
</table>

Task 2: Support the Development of a Public Education and Training Curriculum
A. WSCCOG staff will coordinate with the member cities on the development of Santa Monica’s training curriculum to educate City staff and community members in the Westside subregion, which will include the following:

   i. Develop and maintain a list of key stakeholder and contact information from each member city to participate in relevant curriculum development meetings hosted by the City of Santa Monica.

   ii. Coordinate with the member cities to obtain comments and feedback to the City of Santa Monica on the draft training curriculum, as well as identify areas for customization of training content to be created locally by participating member cities.

   iii. Facilitate discussions with member cities to identify measurable outcomes of the training curriculum.

B. Work with member cities staff to identify other homeless-related issues affecting the region, local and regional best practices, and communication with regional partner agencies (LAHSA, LA County CEO, United Way, etc.) to include as part of the training curriculum.

C. Work with the member cities staff, regional partner agencies, and stakeholders to customize a coordinated and consistent message on homelessness through a public education campaign.

Task 3: Develop Regional Implementation Strategy

A. WSCCOG staff will facilitate discussions with the member cities to formulate a unified regional strategy for introducing the training curriculum and public education materials within each jurisdiction, including:

   i. Working with member cities to identify stakeholder groups and timeline for rolling out the training curriculum and public education materials.

   ii. Work with the County and United Way in organizing community engagement events to implement the public education campaign.

B. Work with the member cities to develop a system for tracking the distribution and utilization of the training materials to target audience, such as member cities staff, community groups, and the public.

Deliverable 1: Quarterly and Final Reports on Coordination with Member Cities

WSCCOG shall provide quarterly reports describing progress made on items (A) in Task 1, Coordination with Member Cities. A final report will be due to the County upon contract completion describing how each item of Task 1 (Items A), was completed. If the item was not completed, then an explanation of why should be provided in the final report.
Deliverable 2: Final Report on the Public Education and Training Curriculum

WSCCOG shall provide a report of the public education and training curriculum as described in items (A-C) in Task 2, Coordination to Support Curriculum Development. A final report will be due to the County upon contract completion describing how each item of Task 2 (Items A-C), was completed. If the item was not completed, then an explanation of why should be provided in the final report.

Deliverable 3: Final Report on the Regional Implementation Strategy

WSCCOG shall provide a report of the implementation strategy as described in items (A-B) in Task 3, for the Regional Implementation Strategy. A final report will be due to the County upon contract completion describing how each item of Task 3 (Items A-B), was completed. If the item was not completed, then an explanation of why should be provided in the final report.

Deliverable Report Schedule

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Reports for Task 1</td>
<td>June 30, 2018</td>
</tr>
<tr>
<td></td>
<td>September 30, 2018</td>
</tr>
<tr>
<td></td>
<td>December 30, 2018</td>
</tr>
<tr>
<td></td>
<td>March 30, 2019</td>
</tr>
<tr>
<td>Draft Report on the Curriculum Development for Task 2</td>
<td>September 30, 2018</td>
</tr>
<tr>
<td>Final Report on the Curriculum Development for Task 2</td>
<td>November 15, 2018</td>
</tr>
<tr>
<td>Draft Report on the Regional Implementation Strategy for Task 3</td>
<td>January 31, 2018</td>
</tr>
</tbody>
</table>
Pricing Schedule

The total budget for the project is $30,000. The WSCCOG will submit an invoice the County of Los Angeles on a quarterly basis with the quarterly progress reports as outlined in Task 1.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Coordinate with Member Cities</td>
<td>$7,320</td>
</tr>
<tr>
<td>Task 2: Support the Development of a Public Education and Training Curriculum</td>
<td>$11,600</td>
</tr>
<tr>
<td>Task 3: Develop Implementation Strategy</td>
<td>$11,080</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$30,000</strong></td>
</tr>
</tbody>
</table>
CONTRACTOR’S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR’S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes □ No □

2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes □ No □

3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes □ No □

4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes □ No □

Authorized Official’s Printed Name and Title

Authorized Official’s Signature ___________________________ Date ___________________________
COUNTY’S ADMINISTRATION

CONTRACT NO. ________________

COUNTY PROJECT DIRECTOR:

Name:  Jerry Ramirez  
Title:  Manager CEO  
Address:  500 West Temple Street, Room 493  
LA, CA 90012  
Telephone: __________________ Facsimile: __________________
E-Mail Address: ______________________________________________________

COUNTY PROJECT MANAGER:

Name:  Ashlee Oh  
Title:  Principal Analyst  
Address:  500 West Temple Street, Room 493  
Los Angeles, CA 90012  
Telephone: __________________ Facsimile: __________________
E-Mail Address: ______________________________________________________

COUNTY CONTRACT PROJECT MONITOR:

Name:  
Title:  
Address:  

Telephone: __________________ Facsimile: __________________
E-Mail Address: ______________________________________________________
CONTRACTOR’S ADMINISTRATION

CONTRACTOR’S NAME ______________________________________________
CONTRACT NO: __________________________________________

CONTRACTOR’S PROJECT MANAGER:
Name: ____________________________________________________________
Title: _____________________________________________________________
Address: __________________________________________________________________
Telephone: _______________________________________________________
Facsimile: _________________________________________________________
E-Mail Address: ____________________________________________________

CONTRACTOR’S AUTHORIZED OFFICIAL(S)
Name: ____________________________________________________________
Title: _____________________________________________________________
Address: __________________________________________________________________
Telephone: _______________________________________________________
Facsimile: _________________________________________________________
E-Mail Address: ____________________________________________________

Notices to Contractor shall be sent to the following:
Name: ____________________________________________________________
Title: _____________________________________________________________
Address: __________________________________________________________________
Telephone: _______________________________________________________
Facsimile: _________________________________________________________
E-Mail Address: ____________________________________________________
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor’s executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME: __________________ Contract No.__________________

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor’s Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor’s Staff under the above-referenced contract. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is
CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: ___________________________ DATE: _____/____/_____

PRINTED NAME: __________________________________________

POSITION: __________________________________________
2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. “Full time” means 40 hours or more worked per week, or a lesser number of hours if:
   1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
   2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. “County” means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees’ regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor’s violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)
SAFELY SURRENDERED BABY LAW
Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babyafrica.org
How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby’s death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

A baby’s story
Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby’s aunt and stated the baby’s mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby, this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail it back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.
Ley de Entrega de Bebés Sin Peligro

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles


En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babyafela.org
Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con el pulso del bebé, esto serviría como identificación en caso de que la madre cambiara de opinión respecto a la entrega del bebé y decidiera recuperarlo durante el periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llevaría y lo entregaría de vuelta dentro del sobre con franquicia pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts “CT” number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California’s Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General’s Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature  Date

Name and Title of Signer (please print)
DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Approval of Scope of Work for the Development of WSCCOG’s Multi-Year Subregional Program (MSP) Plan

---

**Recommended Action**

Approve the scope of work to develop the WSCCOG’s Multi-Year Subregional Program (MSP) plan, and for its inclusion in the Request for Proposal (RFP) to retain a consultant to develop the Westside Mobility Study.

**Background**

*Measure M Multi-Year Subregional Program (MSP)*

On February 2, 2018, Metro finalized the Measure M Administrative Procedures, which outlined the process for the Multi-Year Subregional Program (MSP). Metro provides an estimate for the first five years of the Measure M MSP based on the amounts provided in the Measure M Expenditure Plan. Metro’s estimated allocation to the WSCCOG for its Active Transportation 1st/Last Mile Connection Program for the first five years is approximately $19 million (see Attachment A). The WSCCOG will also receive approximately $95,000 in funding to support planning and programming efforts in the development of the COG’s MSP.

The MSP process requires the WSCCOG to develop a five-year plan that includes a preliminary list of subregional projects. The plan development will also include a public participation element and an analysis of the projects previously submitted in the 2015 WSCCOG Mobility Matrix as possible alternatives.

*Request for Proposal for the Westside Mobility Study Update*

WSCCOG and SCAG is currently in the process of preparing the request for proposal (RFP) to retain a consultant to update the Westside Mobility Study. The scope of work for the study includes a task for the consultant to help identify active transportation and 1st/last mile improvement projects that would inform the WSCCOG’s MSP. The WSCCOG Executive Director recommends that WSCCOG retain the same consultant to work on the development of the WSCCOG MSP simultaneously with the Westside Mobility Study Update. This would help streamline the development of the list of subregional projects and the public participation process for both the MSP and the Westside Mobility Study. **Attachment B** provides a draft scope of work for the MSP component to be incorporated in the Westside Mobility Study RFP.

**Attachment**

A. Measure M MSP 5-Year Funding Estimate Information (October 5, 2017)

B. Draft Scope of Work for the development of the WSCCOG 5-Year MSP Plan
Measure M Multi-Year Subregional Programs
5-Year Funding Estimate Information

DATE: October 3, 2017
TO: COG/Subregional Directors
FROM: Therese McMillan, Kalieh Honish - LA Metro Planning

As we committed to last month, please find attached the 5-year estimates for the first five years of the Measure M Multi-year Subregional Programs (MSP). In addition to the overall program estimates, we have provided the 0.5% calculations that can be used to support planning/programming efforts in support of the individual MSPs.

- These estimates are based on sales tax growth rate assumptions that align with those attached to Measure R and M Local Return estimates.

These are being provided only for near term planning. Actual MSP projects, once planned and approved per the Guidelines and attendant Administrative Procedures, will be reimbursed based on actual cashflow needs stemming from approved project schedules. Cashflow Administrative Procedures have not yet been finalized; therefore, planning against these estimates should be cognizant that further direction is pending.

The amounts included cannot be used as a basis to extrapolate beyond the 5 year estimate. The Cashflow Administrative Procedures will address how subsequent 5 year cashflow forecasts will be adjusted or reconciled with actual revenues against previous estimates. Note that, at this time, we anticipate that these procedures may affect the calculation of subsequent 5 year amounts, but will not be adjusted within the attached 5 year period.

If a subregion desires to “swap” funding capacity from an MSP in this first five year period, with funding capacity from another MSP in an outer period for purposes of advancing projects, that subregion should consult with Metro staff on next steps, consistent with Measure M Guidelines. Any contemplated “swaps” cannot exceed the amounts listed in the 5 year period.

Details regarding the 0.5% planning estimates.
- COGs may regard these estimates as a commitment up to the cumulative 5 year amount, per category of MSP funds. Multi-year contractual commitments can be made within that parameter.
Any contractual commitments that exceed that amount must indicate an alternative source of funding for the additional increment. Once formal, additional estimates of Measure M MSP are provided by Metro, beyond the first 5 year period, adjustments may be considered consistent with pending procedural directives.

These estimates are specific to individual MSP programs, and cannot be combined or blended. Documentation required for invoicing and reimbursement of funds are pending, and will be attached to the final Administrative procedures. We anticipate they will be similar to those required for the Local Return program funds.

We hope that the accelerated delivery of these estimates is helpful to COGs to accommodate and advance planning activities related to the various MSP programs. We appreciate your patience as important related procedures are completed and finalized.

Please contact Kalieh Honish at honishk@metro.net should you have any questions.
# Measure M Multi-Year Subregional Programs 5-Year Cashflows

## $ in millions

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**Notes:**

[a] - Project development funding (0.5%) amount based on Measure M funding only.

[b] - Includes all funding sources programmed in the Expenditure Plan (page 3 of Attachment A) to subregional program.
WSCCOG Multi-Year Subregional Program (MSP) 5-Year Plan
Draft Scope of Work

Introduction

The Westside Cities Council of Governments (WSCCOG) is seeking a consultant to develop a Multi-Year Subregional Program (MSP) 5-Year Plan for the expenditure of Measure M funds. As required by the Los Angeles County Metropolitan Transportation Authority (Metro), the WSCCOG must develop and adopt the MSP before transmitting the plan to Metro for approval. The document must provide a detailed list of projects that meet readiness thresholds, outline project timelines and phasing, identify allocated and anticipated funding sources, and define the process for public participation.

This 5-Year Plan will include the communities of Beverly Hills, Culver City, Santa Monica, West Hollywood, the City of Los Angeles (Council Districts 5 and 11) and the County of Los Angeles (Supervisorial Districts 3, 2, and 4). For the Westside Cities subregion, the relevant Multi-Year Program is Active Transportation and First/Last Mile Connections. The program is based, in part, on projects that were submitted as part of the subregion’s Mobility Matrix before the passage of Measure M and comply with the following Metro policies listed below:

- Active Transportation Strategic Plan (May 2016)
- Complete Streets Policy (October 2014)
- First/Last Mile Strategic Plan (April 2014)
- Motions 14.1 (May 2016) and 14.2 (June 2016) related to First/Last Mile policies

The MSP 5-Year Plan development will run concurrently with the tasks outlined in the Westside Mobility Study Update scope of work. Respondents are encouraged to identify opportunities to leverage the work completed as part of the Mobility Study update to facilitate the MSP planning process. This may include identifying eligible active transportation projects that meet readiness requirements, developing project descriptions, identifying project timelines and phasing, outlining funding sources, and describing completed or planning public outreach processes.

Overall Project Objectives

1. Identify a list of active transportation projects within the subregion that will can be implemented within the 5-year MSP planning timeline
2. Develop or update existing project descriptions, providing sufficient detail to establish a nexus with the MSP category
3. For each project, apply qualitative performance measures related to mobility, economic vitality, accessibility, safety, and/or sustainability and quality of life
4. Identify allocated and anticipated funding sources, including all non-MSP funding
5. Define project timing/phasing and identify final project delivery commitments
6. Develop a Public Participation Element that outlines outreach processes and documented outcomes

Task 1. Public Participation Element

Task 1.1 Review and Refine Preliminary Public Participation Element

In accordance with Metro’s policies, WSCCOG staff have developed a preliminary year one MSP Public Participation Element (see attachment __). It broadly outlines key stakeholders, proposed engagement processes, documentation requirements, and timing for the Plan. This framework is intended to serve as a preliminary framework for outreach and engagement during
the MSP planning and implementation processes, but it can be developed to incorporate more specificity.

Because this plan will inform the engagement strategy for project identification and selection (Tasks 2, 3, and 4) the Consultant will first review the initial plan and provide recommendations for ongoing outreach activities as part of the planning and implementation process. This may include the following:

- Updating stakeholder lists
- Defining outreach strategies across a variety of platforms
- Outlining a proposed mix of meetings, focus groups, interviews, charrettes, and/or public participation
- Identifying opportunities for stakeholders to submit comments and feedback

Where appropriate, the Consultant may choose to augment stakeholder activities that will be undertaken as part of the Westside Mobility Study Update to fulfill the Public Participation Element requirements.

The Consultant shall update WSCCOG staff responses to the following questions:

1. Who has an interest in MSP development (by program)? Outline relevant and impacted interests. At a minimum, the plan must address the interests of:
   - Subregional entities
   - Cities, Counties, and other local jurisdictions
   - Communities where projects are located or where there is a significant impact
   - Stakeholders (e.g., advocacy organizations, non-profits, business interests, service providers and/or funders, etc.)

2. What process/procedures will be followed to meaningfully involve these groups?
   - Define who takes the lead for developing/implementing public information and community outreach processes and/or procedures
   - Include forums for participation, frequency, and feedback to the governing board
   - Define how outreach will be documented and communicated
   - If the entity is using prior public engagement processes to satisfy the public outreach requirement, then provide sufficient documentation as justification

3. How will interests be engaged in development of the following MSP plan components: (1) identification of candidate projects, (2) selection of candidate projects, (3) review and approval of overall 5-year program, and (4) implementation of the projects within the program?

4. What is the timing of the Public Participation Element?
   - Include a timeline/schedule for implementing the public participation element, and how it has been applied in developing the MSP program and its recommendations
   - Public participation should be initiated at the outset of the MSP planning process for all projects considered for MSP programming to be truly relevant.

5. The Public Participation Element must reference if, and to what extent, the subregion addresses performance measurement as part of the MSP 5-Year Plan, per the Measure M Administrative Procedures section.
**Task 2. Develop Preliminary Project List**

**Task 2.1. Review of Relevant Documents**
This task should be undertaken concurrently with Task 2.1 (“Review Relevant Documents”) of the Westside Mobility Update Scope of work. For the MSP 5-Year Plan, the Consultant should use the Westside Subregional Mobility Matrix as a foundational document to highlight eligible projects, coordinate with WSCCOG entities to understand projects and priorities, and propose projects that meet eligibility and readiness criteria that may not have been included in the original Mobility Matrix. Specific tasks include the following:

- Review Mobility Matrix and coordinate with WSCCOG entities to understand projects and priorities
- Conduct an initial analysis to identify eligible projects that were not included on the Matrix, including detailing project eligibility, documenting the program nexus, and outlining preliminary budgets and timelines
- Attend monthly Transportation Working Group meetings, as needed, to collaborate with staff from all communities

**Task 2.2. Develop a Project Evaluation & Prioritization Framework**
For this task, the Consultant should develop project evaluation criteria to prioritize projects. This prioritization framework may consider local and subregional benefits, project eligibility, project readiness, as well as qualitative benefits related to mobility, economic vitality, accessibility, safety, sustainability, and quality of life. In accordance with the revised Public Participation Element (see Task 1), proposers will work with WSCCOG members and key stakeholders to refine proposed evaluation criteria and ensure that they conform with Metro’s MSP guidelines. This may include holding stakeholder meetings, conducting focus groups, making public presentations, or some combination thereof.

Once the preliminary project list is compiled, the Consultant will confirm prioritization with WSCCOG entities and adjust as needed.

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<th>Deliverables</th>
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<td>Draft project list that includes the following: (1) preliminary funding estimates, (2) draft project descriptions, and (3) a narrative explaining the nexus to the MSP category for each project</td>
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<td>2.2</td>
<td>Evaluation &amp; Prioritization Framework that outlines a system for evaluating projects based on considerations outlined in Metro’s guidelines as well as WSCCOG member priorities Outreach documentation and supporting materials</td>
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**Task 3. Coordinate with Sponsoring Entities to Develop a Project Implementation Schedule**

**Task 3.1. Draft Implementation Schedule**
Based on the outcomes of Task 2, the Consultant will work with staff and local jurisdictions to compile and review implementation schedules for each project. As needed, the Consultant will coordinate with WSCCOG staff and member jurisdictions to ensure that timelines identify project milestones, outline project phasing, and describe final project delivery commitments. The Consultant will use this information to develop a 5-year funding program organized by fiscal
year (July – June). The timeline included in the 5-year plan will be based on project schedules and availability of funding. The schedule should be structured to allow for ongoing project tracking and to facilitate annual updates.

**Task 3.2. Present Initial Findings & Recommendations**
The Consultant will present the preliminary project list, prioritization framework, and initial timelines to WSCCOG representatives and key stakeholders in accordance with the revised Public Participation Element.

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<td>Draft project implementation schedule that describes project phasing, project milestones, and final project delivery commitments</td>
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<td>Present preliminary project list and timelines to WSCCOG representatives and stakeholders</td>
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**Task 4. Compile Final 5-Year Project List**

**Task 4.1 Develop MSP 5-Year Plan Project List**
The consultant should compile a final project list that includes the following information for each project:

- Requested funding amounts, including annual expenditures and funding by fiscal year
- Project timing/schedules and phasing
- Allocated and anticipated funding sources, including all non-MSP funding
- Project descriptions with sufficient detail to establish a nexus with the MSP category and apply qualitative performance measures related to mobility, economic vitality, accessibility, safety, as well as sustainability and quality of life
- Final project delivery commitment

The consultant will seek input from key stakeholders and outside groups – as defined in the updated Public Participation Element – to update and finalize the 5-Year Plan project list.

The Consultant should ensure that project readiness criteria are well-defined and align with Metro’s requirements. This will include coordinating with Metro staff to review project eligibility and appropriate program nexus. The Consultant will make revisions and reply to comments and feedback from Metro staff.

**Task 4.2 Present Final Draft to WSCCOG Board & Stakeholders**
The Consultant will develop presentation materials and present final draft of the 5-Year Plan project list to the WSCCOG Board of Directors and key stakeholders as outlined in the Public Participation Element. The consultant will revise final materials based on stakeholder feedback.

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<td>Present final draft materials to WSCCOG Board of Directors and key stakeholders</td>
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DATE: March 8, 2018

TO: Westside Cities Council of Governments Board

FROM: Westside Cities Council of Governments Staff

SUBJECT: Approval of Amendment to the WSCCOG Legislative and Policy Platform to Include Position on Offshore Drilling

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**Recommended Action**

Approve the amendment to the WSCCOG Legislative and Policy Platform to include a position on protecting our ocean and coastal waters from offshore drilling, exploration and fracking, and other well stimulation techniques.

**Background**

On April 28, 2017, President Trump issued an Executive Order: “Implementing an America-First Offshore Energy Strategy”, which encourages energy exploration and production on the Outer Continental Shelf (OCS). On January 4, 2018, the U.S. Department of Interior released a proposal for the National Outer Continental Shelf Oil and Gas Leasing Program (National OCS Program) for 2019-2014, which proposes “to make over 90 percent of the total OCS acreage and more than 98 percent of undiscovered, technically recoverable oil and gas resources in federal offshore areas available to consider for future exploration and development.”

On January 31, 2018, the California Ocean Protection Council adopted a resolution in opposition to oil and gas exploration and leasing in the Pacific region. The cities of Los Angeles and West Hollywood also submitted resolution in opposition to the proposal. The County Board of Supervisors recently passed a motion to adopt a resolution in support of a ban on new drilling. The City of Beverly Hills expressed opposition to the proposal, and the City of Culver City’s legislative platform contains components that could lead to the City’s opposition to the proposal. On January 4, 2018, Assemblymember Al Muratsuchi, with Assemblywoman Monique Limón and Senator Hannah-Beth Jackson, introduced AB 1775 to ban federal government plans for offshore oil drilling. The WSCCOG members have yet to take a formal position on AB 1775, but cities staff are closely monitoring the bill.

In January 2017, the WSCCOG Board adopted the Legislative and Policy Platform, which did not include support and efforts to protect our coastal waters from oil and gas drilling. The WSCCOG Executive Director recommends amending the platform, as follows, to allow the WSCCOG to take positions in future policies and legislation related to offshore drilling:

**Section B. Environment**

Support efforts that protect our state’s ocean and coastal waters from offshore drilling, exploration and fracking, and other well stimulation techniques, as well as support no new federal oil and gas leasing in all U.S. waters, including off the coast of California.
A coalition united to support clean, safe, affordable and reliable water.

Our coalition includes community groups, environmental and clean water advocates - united to shape the future for Los Angeles’ water security.
Who are we?

We are a coalition of environmental and community organizations who are committed to supporting a County effort for a program and funding mechanism centered on several important values:

- Build green spaces and create a healthy environment
- Reduce our dependence on imported water
- Prevent a dramatic increase in water costs
- Transform Los Angeles County into a water resilient region
- Create jobs for hundreds of LA County residents

LA’s Water Challenges
The Challenges

- Water Supplies
- Flooding
- Water Pollution
- Climate change
- Cost

Water Sources

- Imported
- Recycled
- Stormwater/ Groundwater
Safe, Clean Water Program (SCWP)
County Action

BOS ordered Public Works and other agencies to design and develop a Water Resilience Plan:

- Drought preparedness and local water self-reliance
- Investment in infrastructure
- Improve coordination among relevant government agencies
Our Values

- Prioritizing nature-based projects that result in multiple benefits
- Job Creation and Workforce Development
- Embracing transparency
- Conducting meaningful stakeholder engagement

WHAT IS A MULTI-BENEFIT PROJECT?

- Multi-benefit projects address pervasive urban challenges in which water is a critical component.
- These may include: water supply and quality, flood protection, urban heat island effect, habitat restoration, public access issues, equity, and more. Therefore, these projects can leverage several of these respective funding sources.
- Multi-benefit stormwater projects use a combination of natural and constructed features to capture, clean, store and recharge aquifers with water from rain events and urban runoff = increased local supplies.
Multi-Benefit Water Projects

TYPES OF BENEFITS

HEALTH
COMMUNITY
ECONOMIC
ENVIRONMENTAL

Los Angeles County District 3
POPULATION: 1,956,453

To see other projects in your neighborhood, visit: https://ourwaterla.org/in-your-neighborhood/
Building a Green Economy

Community Benefits and Equity

- Protect and improve communities without displacement through increased green space for habitat, reducing climate change, and recreation particularly in frontline communities
- Build environmental awareness that encourages and trains individuals and communities on water issues facing Los Angeles County
- Promote green jobs across the region
Join Our Coalition

- Join the steering committee
- Talk to your neighbors
- Host community forums
- Take a tour of a local groundwater project in your neighborhood

Want to get involved?

Contact Deborah Bloome at TreePeople: dbloome@treepeople.org
Life
depends on water

Water sustains our homes and families

Water propels businesses and jobs that fuel Southern California.

We need an Upgrade

Our aging water delivery system is vulnerable and in desperate need of improvement.

We are fulfilling the California promise by investing in and building modern projects that use state-of-the-art technology to deliver our water.

Flexibility for the Future

We are losing the opportunity to capture water because of our outdated water system.

Modernized infrastructure will allow us to capture more water during big storms and store it in reservoirs for drier times.

Fresh from the mountains

Sierra Nevada snowmelt provides one of the cleanest, freshest sources of water for our homes and families.

Southern California relies on snowmelt for 30% of its water.

California WaterFix is THE best long-term solution to ensure our way of life here in Southern California.

California WaterFix is essential to ensure our continued vitality and quality of life. WaterFix will proactively address dangerously outdated and inefficient water infrastructure to meet today’s needs and climate realities.

Water security backed by experts.
Learn how it works
What’s next for SoCal’s water?

California WaterFix will modernize our water system, securing fresh water for millions in Southern California.

From the Snowpack to Your Tap

Pure snowmelt flows down from the Sierra Nevada mountains, but hits a choke point in the Sacramento-San Joaquin River Delta.

WaterFix will alleviate the bottleneck with two new tunnels to move water under, rather than through, the Delta choke point.

1. Tunnels take in fresh water from three intakes on the Sacramento River
2. Water moves through tunnels to existing pumping plants south of the Delta
3. Fresh water is delivered to millions of Californians

WaterFix is backed by more than a decade of extensive review by water quality experts, water system engineers, environmental scientists and university researchers.

Why WaterFix?

Modern upgrades to improve our water delivery system
Reliable water supply for Southern California
Improved flexibility for future droughts
High-quality water straight from the source

Modernizing and re-routing our water delivery system is the best solution to ensure reliable, high-quality water for Southern California.
TO: Westside Cities COG Board Members
FROM: Jeff Kiernan, Regional Public Affairs Manager, League of California Cities®
RE: League Update for COG Meeting on March 8, 2018

The League of California Cities® and the California State Association of Counties® have released a report that details tools and resources that cities and counties are using to address the needs of homeless residents in their communities. The report is the culmination of more than a year of work by a joint task force formed in the fall of 2016 to examine a wide range of local programs and initiatives that are effectively connecting homeless Californians to services and resources to help them find and remain in permanent housing.

II. Study Confirms SB 1 – the Road Repair and Accountability Act – Boosts California’s Economy and Increases Safety on Our Roads
Last week the American Road & Transportation Builders Association (ARTBA) released a report that confirmed the economy and safety benefits of SB 1 which was signed into law in 2017. The study found that SB 1 will support nearly $183 billion in economic activity and support or create over 680,000 jobs over the next 10 years in California communities throughout the state. Funding from SB 1 is helping local cities make road safety improvements, ease traffic congestion, fill potholes, repair local streets, freeways, tunnels, bridges and overpasses and invest in public transportation in every California community. The full study can be found at www.artba.org.

III. League Board Votes to Engage in Ballot Measure Campaigns
The League’s Board of Directors met in Redondo Beach in February and voted to engage in several ballot measures – and proposed ballot measures – for 2018. The League would also encourage your city to engage on these measures:
- Proposition 72 – SUPPORT (June Ballot): Excludes rainwater capture systems from property tax assessments.
- Proposed CA Business Roundtable measure #17-0051 – OPPOSE (November Ballot): Would require 2/3rds approval of voters to enact new local revenue measures and to increase some fees. Currently on the street collecting signatures. The League held a call with city managers statewide to warn them of the impact of this measure.

The League’s Board had previously voted to engage in these ballot measures:
- Proposition 68 – SUPPORT (June Ballot): $4 Billion Parks / Water Bond
- Proposition 69 – SUPPORT (June Ballot): Protects SB 1 Funds from being diverted by the legislature so that they may only be used for transportation projects.

IV. ACTION ALERT SB 827 (Weiner) – OPPOSE
In late January the League issued an action alert to our members to oppose SB 827 (Weiner) which would expand the concept of transit orientated housing by exempting certain projects from locally adopted building height limitations, densities, parking requirements, and design review standards when these developments are within ½ mile of a “major transit stop,” or along a “high-quality transit corridor” which could be miles away from an actual transit stop.
1. Measure M - Multi-Year Subregional Program (MSP)
   a. Metro recently approved the Measure M MSP administrative procedures
   b. WSCCOG will receive $19 million for Active Transportation and First/Last Mile projects over a 5-year period
   c. WSCCOG will receive $95,000 in Project Development Funding for a 5-year period

2. MSP Project Development Process (5-Year Plan)
   a. Metro is requiring the COGs to establish/conduct the following tasks for the projects to be considered in the MSP 5-Year Plan
      i. Develop a Set of Criteria
      ii. Establish Performance Measures
      iii. Conduct Public Participation, which includes the following:
           1. Identify candidate projects
           2. Selection of candidate projects
           3. Review and approval overall 5-year Program
           4. Implementation of projects within the Program
      iv. Develop a preliminary list of ‘shovel ready’ projects for the 5-year plan (The COG will revisit this list on an annual basis)
   b. WSCCOG proposed the following options for the process
      i. **Option #1:** Piggyback on SCAG’s procurement process to hire a consultant to work on both the development of the Westside Mobility Study Update and the MSP coordination process
      ii. **Option #2:** WSCCOG to develop an RFP to hire a consultant to coordinate the MSP process
      iii. **Option #3:** Designate one of the Westside Cities to coordinate the MSP process on behalf of all cities and the COG
   c. The Transportation Working Group voted unanimously for Option #1 and presented the following comments/issues:
      i. $95,000 is not enough to cover the cost of a consultant to conduct this work
      ii. Leveraging the work from the Westside Mobility Study Update would help the COG compare the 5-year plan with the long-term transportation goals and plan
      iii. Cities had questions about what is considered ‘shovel ready’
iv. COG should develop criteria for what the MSP funds can be used for (e.g., design, programming, construction, etc.)
v. Cities should begin to think about which projects can be funded under other funding sources other than Measure M, such as SB 1
vi. Cities should begin working with the COG on establishing the criteria and performance measures before selecting the consultant
vii. The consultant should begin this task as early as possible

3. **Next Steps**

   a. Cecilia will reach out to Metro to confirm that the COG can use this MSP Project Development Funding to piggyback on SCAG’s procurement process to hire a consultant to work on both the development of the Westside Mobility Study Update and coordinating the MSP process

   b. Richard France (Estolano LeSar Advisors/WSCCOG) will draft the scope of work and revise the project timeline for the Transportation Working Group to review by Tuesday, February 20th

   c. Transportation Working Group to review and provide comments to the draft scope work/project timeline by Monday, February 26th end of day

   d. WSCCOG to present to the WSCCOG Board for approval on March 8th
4. **County Homeless Regional Coordination Grant Update**

   a. The WSCCOG County’s Homeless Initiative lead, Jennifer Kim, is currently in receipt of the revised scope of work and will provide comments soon

5. **RHAC Update**

   a. **CES Dashboard**: Danielle provided an update from the previous RHAC meeting, including a new CES dashboard launched by LAHSA

   b. **Messaging Campaign**: Due to our current efforts to work on a subregional public education and training curriculum, Danielle informed the group about the County and United Way’s upcoming launch of a countywide messaging campaign called “Everyone In” on March 7th and asked the group for any feedback or cities. The County plans launch a series of community engagement events to promote the campaign. The County plans to unveil the plan to Supervisor Kuehl’s office on February 28th and asked the WSCCOG staff to find out more information on who is invited to the event.

   The cities had questions regarding the campaign and requested to convene a conference call with the County and United Way to answer the following:

   - What is the cities’ role in this campaign?
   - How can the cities weigh in on the campaign before it officially launches?
   - How and who is the County reaching out to in the cities for the community engagement events?
   - Who should the cities contact to participate in the campaign?

   Santa Monica plans to weave in the County/United Way messaging campaign to its cities public education and training curriculum.

6. **County Homeless City Planning Grants**

   a. **Culver City**: The City is working on updating its 10-year old homeless strategy plan, which will include engaging with stakeholders, rapid re-housing, conversion of motels and hotels, and how to attract property owners to house homeless individuals. The City is also looking to study the feasibility of an Enhanced Infrastructure Finance District (EIFD) to generate funding for affordable housing.

   b. **Santa Monica** is working on a public education and training curriculum that the WSCCOG is piggybacking on for its subregional planning coordination grant

   c. **West Hollywood**: The City is updating its plan, which will include deeper community engagement, demographic survey, and the resourcing of funds.