



## **REGULAR BOARD MEETING OF THE WESTSIDE CITIES COUNCIL OF GOVERNMENTS**

**Thursday, August 10, 2023  
12:00 PM – 1:15 PM**

**Location for In-Person Participation:**  
Beverly Hills City Hall, 2nd Floor Municipal Gallery  
455 N. Rexford Dr. Beverly Hills, CA 90210

**Remote Participation via Zoom Link:**  
<https://us02web.zoom.us/j/85112998714>

**Livestream on YouTube:**  
[http://bit.ly/wscocg\\_livestream](http://bit.ly/wscocg_livestream)

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### **MEETING INFORMATION AND ACCOMMODATION**

The Westside Cities Council of Governments (WSCCOG) Regular Board meeting on **August 10, 2023** will be held in-person with remote public participation via Zoom and livestreamed on YouTube. WSCCOG Board voting members are required to attend in-person to participate and vote on action items on the agenda. For any questions regarding the meeting, please contact Winnie Fong at [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com) or (323) 306-9856.

### **PUBLIC COMMENT**

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 WSCCOG or items listed on the agenda.

Members of the public who wish to comment on matters before the Board remotely are strongly encouraged to submit an email with their written comments limited to 1,000 characters to Riley O'Brien at [riley@estolanoadvisors.com](mailto:riley@estolanoadvisors.com) by no later than 12:00 p.m. on the day of the meeting. \*Note: E-Comments received after 12:00 p.m. will be forwarded to the Board and posted on the WSCCOG's website at [www.westsidecities.org/meeting](http://www.westsidecities.org/meeting) as part of the official meeting record. The email address will remain open during the meeting for providing public comment during the meeting. Emails received during the meeting will be read out loud at the appropriate time during the meeting provided they are received before the Board takes action on an item (or can be read during general public comment).

# AGENDA

1. CALL TO ORDER
2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS (2 min)
3. ACTION ITEMS (20 min)
  - A. [WSCCOG June 8, 2023 Board Meeting Notes](#)  
**Recommended Action:** Approve the draft meeting notes for the WSCCOG Board meetings held on June 8, 2023.
  - B. [Santa Monica Bay Restoration Commission Representative](#)  
**Recommended Action:** Appoint WSCCOG representative to the Santa Monica Bay Restoration Commission.
  - C. [SCAG Community, Economic & Human Development Committee Representative](#)  
**Recommended Action:** Appoint WSCCOG representative to the SCAG Community, Economic & Human Development Policy Committee.
  - D. [FY 2022-23 WSCCOG Audit Engagement Letter](#)  
**Recommended Action:** Approve the scope and services outlined in the engagement letter from Moss, Levy & Hartzheim LLP for the WSCCOG's FY 2022-23 audit.
  - E. [Contract with the County of Los Angeles for the FY 2023-24 Homelessness Regional Coordination and Local Solutions Fund](#)  
**Recommended Action:** Approve delegation of authority to negotiate agreement with the County of Los Angeles and execute agreement for the FY 2023-24 Homelessness Coordination and Local Solutions Fund.
  - F. [Funding Agreement Amendment with Metro and Contract with Fehr and Peers for Professional Services for the WSCCOG Multi-Subregional Program](#)  
**Recommended Action:** (1) Approve the amended funding agreement with Metro for the WSCCOG Multi-Subregional Program (MSP). (2) Approve delegation of authority to negotiate agreement with Fehr and Peers and execute the agreement to provide professional services for the MSP annual updates.
4. [EXECUTIVE DIRECTOR'S REPORT](#) (5 min)
5. [TRANSPORTATION UPDATE](#) (5 min)

**6. HOUSING AND HOMELESSNESS UPDATE (20 min)**

A. [Eviction Protections](#)

- i. Stay Housed LA and Right to Counsel Presentation – LA County Department of Consumer and Business Affairs

**7. LEGISLATION (15 min)**

- A. [League of California Cities Update](#) – Jeff Kiernan, LA County Regional Public Affairs Manager

**8. RECEIVE AND FILE**

- A. [SCAG Update July 2023](#)

**9. ANNOUNCEMENTS**

**10. FUTURE MEETING AND AGENDA ITEMS**

- A. Thursday, October 12, 2023 at City of Culver City

**11. PUBLIC COMMENTS (3 min)**

**12. ADJOURN**

# REGULAR MEETING OF THE WESTSIDE CITIES COUNCIL OF GOVERNMENTS

## Instructions for Public Comments

You may submit public comments in three (3) ways:

1. **Provide public comments in-person:** Members of the Public may comment on matters on the agenda to the WSCCOG Board in person during the meeting.
2. **To listen and provide verbal comments via remote participation on Zoom:** To participate remotely on Zoom, use the link <https://us02web.zoom.us/j/85112998714>. To make a comment during the meeting on Zoom, use the “raise hand” function located in the participants’ window and wait for the WSCCOG staff to announce your name.
3. **Submit written comments via email to:** Members of the Public who wish to comment on matters before the Board remotely are strongly encouraged to submit an email with their written comments limited to 1,000 characters to Riley O’Brien at [riley@estolanoadvisors.com](mailto:riley@estolanoadvisors.com) by no later than 12:00 p.m. on the day of the meeting. All written comments received after 12:00 p.m. on the day of the meeting will be announced and included as part of the official record of the meeting.



**DRAFT MEETING NOTES**

THURSDAY, JUNE 8, 2023  
12:00 NOON

West Hollywood Library Building  
City Council Chambers  
625 N San Vicente Blvd., West Hollywood, CA 90069

**IN ATTENDANCE:**

- Beverly Hills:** Mayor Julian Gold, M.D. (WSCCOG Chair), Vice Mayor Lester Friedman. Staff: Gabriela Yap
- Culver City:** Councilmember Göran Eriksson (WSCCOG Vice Chair) Staff: Shelly Wolfberg, Diana Chang, Troy Evangelho
- Santa Monica:** Councilmember Oscar De La Torre (WSCCOG Secretary), Councilmember Jesse Zwick. Staff: Jason Kligier, Anuj Gupta, Achée Stevenson
- West Hollywood:** Mayor Sepi Shyne. Staff: Hernan Molina
- City of LA:** Staff: Jarret Thompson (Council District 5), Jeff Khau (Council District 11)
- County of LA:** Staff: Austin Cyr, Justin Orenstein (Supervisory District 3)
- WSCCOG:** Staff: Cecilia Estolano (WSCCOG Executive Director), Winnie Fong, Riley O'Brien. Legal Counsel: Lauren Langer.
- Other:** Jake Ettinger (Office of State Senator Ben Allen), Jeff Kiernan (League of California Cities)

**1. WSCCOG REGULAR BOARD MEETING CALL TO ORDER**

Mayor Julian Gold (WSCCOG Chair) called the meeting to order at 12:05 p.m.

**2. WELCOME, INTRODUCTIONS, AND IDENTIFICATION OF VOTING MEMBERS**

Voting members: Mayor Julian Gold (City of Beverly Hills); Councilmember Göran Eriksson (City of Culver City), Councilmember Oscar de la Torre (City of Santa Monica); Mayor Sepi Shyne (City of West Hollywood), Austin Cyr (County of Los Angeles).

**3. ACTION ITEMS**

**A. WSCCOG April 20, 2023 Board Meeting Notes**

Councilmember Göran Eriksson (Culver City) moved to approve the meeting notes, and Mayor Sepi Shyne (West Hollywood) seconded the motion, which was approved unanimously (5-0).

**B. Measure M Multi-Year Subregional Program (MSP) WSCCOG Annual Update**

Winnie Fong (WSCCOG Project Director) introduced John Muggridge of Fehr and Peers to present the annual update to the WSCCOG Measure M Multi-Year Subregional Program (MSP) funding allocation. Muggridge provided an overview of the 2021 MSP project list, which built upon the 2020 WSCCOG Mobility Study to allocate roughly \$27 million across five years. Muggridge described the previous MSP annual update in 2022 and the funds available for programming in 2023, including \$4.5 million in new cash flow and roughly \$8 million in unallocated funds from previous years. During the WSCCOG Transportation Working Group meetings, staff from Beverly Hills, Culver City, and West Hollywood opted to program funds to new or modified projects, while staff from Santa Monica, the City of Los Angeles, and the County of Los Angeles opted to hold their funding allocations for future programming. Muggridge described the next steps for the Metro Board approval of the updated WSCCOG's MSP project list slated for October 2023.

Following a supportive public comment by West Hollywood resident Kevin Burton, Councilmember Oscar De La Torre (Santa Monica) moved to approve the recommended update, and Councilmember Göran Eriksson (Culver City) seconded the motion, which was approved 4-0, with the County of Los Angeles abstaining.

**C. Metro Deputy Contract Extension for the Southwest Area Metro Board Member**

Winnie Fong (WSCCOG Project Director) explained that the Metro Southwest Area Corridor represents the Westside and South Bay Cities COG, and that Mayor James Butts (City of Inglewood) currently serves as the Board Member for the area. Mike Bohlke has served as the Metro Deputy to the Southwest Area Corridor Board Member for decades, including when Pam O'Connor was the former Southwest Area Corridor Metro Board Member. Fong noted that the WSCCOG currently contributes \$1,832 yearly to Bohlke's annual salary and recommended approving a 3-year contract extension at the same rate for Bohlke to continue serving as the Metro Deputy to the Southwest Area Corridor Metro Board Member.

Mayor Sepi Shyne (West Hollywood) moved to approve the contract extension, and Councilmember Göran Eriksson (Culver City) seconded the motion, which was approved unanimously (5-0).

**D. Request for Regionally Equitable Distribution of Any Accelerated Measure M Subregional Equity Program (SEP)**

Winnie Fong (WSCCOG Project Director) introduced staff member David Fenn (City of West Hollywood) to brief the Board on the City's recommended request from the

WSCCOG to Metro for a regionally equitable distribution of Measure M Subregional Equity Program (SEP) funds. Fenn expressed concern that Metro will identify debt financing and other funding sources to accelerate SEP funds for the South Bay Cities COG and the Gateway Cities COG, limiting the alternative funding sources available for a future SEP acceleration request by the WSCCOG. Therefore, the City of West Hollywood drafted a letter on behalf of the WSCCOG to Metro requesting that a “proportional near-term funding be made available for WSCCOG priorities on the same schedule afforded to the other requesting subregions.”

Councilmember Oscar De La Torre (Santa Monica) moved to authorize submission of the letter, and Mayor Sepi Shyne (West Hollywood) seconded the motion, which was approved unanimously (5-0).

**E. Measure H City Planning Grant Remaining Funds**

Winnie Fong (WSCCOG Project Director) described that the County of Los Angeles provides planning grants to individual jurisdictions under the Measure H homelessness initiative. Culver City and West Hollywood’s Measure H planning grants expired in December 2022. The County proposes to allocate the unspent funds to the WSCCOG’s existing homeless contract and earmark the funds back to the cities. Mayor Sepi Shyne (West Hollywood) moved to approve the staff recommendation, and Councilmember Göran Eriksson (Culver City) seconded the motion, which was approved unanimously (5-0).

**F. Fiscal Actions for FY 2023-24**

Winnie Fong (WSCCOG Project Director) presented the recommended FY 2023-24 fiscal actions, including the determination of dues, annual budget, annual work plan, and contract renewal for Estolano Advisors to continue serving as the WSCCOG Executive Director. Fong proposed maintaining the existing dues for FY 2023-24, but also recommended that the WSCCOG Board consider increasing the dues in FY 2024-25, as the WSCCOG staff budget has remained the same for eight years and does not match the budget of other LA County subregions despite increasing costs and responsibilities.

Councilmember Göran Eriksson (Culver City) moved to adopt the WSCCOG FY 2023-24 Annual Dues at the same rate, FY 2023-24 Annual Budget, FY 2023-24 Annual Work Plan, and to renew the WSCCOG Executive Director Services contract for FY 2023-24. Councilmember Oscar De La Torre (Santa Monica) seconded the motion, which was approved 4-0, with West Hollywood abstaining. Mayor Shyne recused herself from the vote because of a contribution to her congressional campaign.

**G. Request Election of WSCCOG Board Officers for FY 2023-24**

Mayor Julian Gold (Beverly Hills) nominated Councilmember Göran Eriksson (Culver City) as the incoming WSCCOG Chair. Councilmember Eriksson nominated

Councilmember Oscar De La Torre (Santa Monica) as the incoming WSCCOG Vice Chair. Councilmember De La Torre nominated Mayor Sepi Shyne (West Hollywood) as the incoming WSCCOG Secretary.

Mayor Julian Gold (Beverly Hills) moved to approve the nominations, and Councilmember Oscar De La Torre (Santa Monica) seconded the motion, which was approved unanimously (5-0).

#### **4. EXECUTIVE DIRECTOR'S REPORT**

Winnie Fong (WSCCOG Project Director) described upcoming WSCCOG Board representative appointments, including a call for candidates for the Santa Monica Bay Restoration Commission Representative (SMBRC) for a 2-year term. The current SMBRC representative is Vice Mayor Yasmine-Imani McMorris (Culver City). Fong noted that letters of interest are due by July 30, 2023, and Fong clarified that representatives must be elected officials whose terms extend for at least two years.

Fong continued with updates related to housing, including the subregion's proposed Scope of Work for the Regional Early Action Plan (REAP) 2.0 SCAG Subregional Partnership Program. The scope will include a consultant to work on the continuation of exploring the establishment of the Regional Housing Trust, as well as on-call technical assistance to support cities implementing their housing elements. The scope for the regional housing trust will also address member jurisdiction concerns regarding Regional Housing Needs Assessment (RHNA) credit for building the units. Fong also encouraged cities to provide feedback on SCAG's recommendations for the RHNA reform by June 30.

Fong concluded with a transportation update, noting that the WSCCOG's current contract with Fehr and Peers administered by SCAG to support the MSP annual update process will end on June 30, 2023. Fong recommended that the WSCCOG enter into a direct contract agreement with Fehr and Peers to continue providing professional services for the MSP annual updates. Fong explained that WSCCOG staff will work with the WSCCOG Legal Counsel to draft the contract and prepare a staff recommendation for approval at the next WSCCOG Regular Board Meeting.

#### **5. LEGISLATION**

Jeff Kiernan (League of California Cities) shared the legislative priorities identified in the meeting agenda packet, Kiernan highlighted SB 423 as a bill opposed by the League of California Cities. Kiernan continued by emphasizing several housing-related bills, including AB 1657 (a \$10 billion housing bond supported by the League of California Cities), AB 309 (a state override of local zoning to enable state-run social housing opposed by the League of California Cities), and SB 584 (a 15% TOT tax on short-term rentals, in addition to any local TOT tax, opposed by the League of California Cities). Kiernan concluded by promoting the organization's upcoming conference.

## **6. PRESENTATION**

James Corbett, Principal of Initium Health, presented on national best practices of regional behavioral healthcare services. Initium Health is also leading the community engagement efforts for the City of Santa Monica's behavioral health initiative. Councilmember Oscar De La Torre (Santa Monica) expressed support for Initium Health's work and offered to share updates on Santa Monica's initiative with the WSCCOG Board at future meetings.

## **7. ANNOUNCEMENTS**

Erik Rodriguez (SCAG) noted that Art Brown, Councilmember of the City of Buena Park, will begin serving as Regional Council President in July 2023, and noted that SCAG's Housing Infill on Public and Private Lands grant program is currently accepting applications through July 10th.

## **8. FUTURE MEETING AND AGENDA ITEMS**

The next WSCCOG Board Meeting will be on Thursday, August 10, 2023, at 12:00 pm in Beverly Hills.

## **9. PUBLIC COMMENTS**

No members of the public provided additional comments in-person or via email.

## **10. ADJOURN**

Mayor Julian Gold (WSCCOG Chair) adjourned the meeting at 12:59pm.

DRAFT



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Santa Monica Bay Restoration Commission Representative

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**Recommended Action:**

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

**Background**

The Santa Monica Bay Restoration Commission (SMBRC) was established by the California State 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 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 Board appoints the representative to the SMBRC Governing Board for a two-year term, and the appointed representative is allowed to designate up to two (2) alternates. The Governing Board meets on the third Thursday of the even-numbered months of the year. All meetings are from 9:30am to 12:00pm at the Del Rey Yacht Club in Marina del Rey. For more information about the SMBRC and its Governing Board, visit [www.smbrc.ca.gov](http://www.smbrc.ca.gov).

The current WSCCOG primary representative to the SMBRC Governing Board is Vice Mayor Yasmine-Imani McMorrin of City of Culver City whose term ends on August 31, 2023. On June 8, 2023, the WSCCOG issued a call for candidates for a two-year term effective September 1, 2023 through August 31, 2025. The WSCCOG received a letter of interest from the following candidates:

1. Vice Mayor Yasmine-Imani McMorrin, City of Culver City ([Attachment A](#))
2. Councilmember Phil Brock, City of Santa Monica ([Attachment B](#))

**Attachments:**

- A. Vice Mayor Yasmine-Imani McMorrin Letter of Interest
- B. Councilmember Phil Brock Letter of Interest



# CITY OF CULVER CITY

9770 CULVER BOULEVARD  
CULVER CITY, CALIFORNIA 90232-0507  
CITY HALL Tel. (310) 253-6000  
FAX (310) 253-6010

ALBERT VERA  
MAYOR

YASMINE-IMANI MCMORRIN  
VICE MAYOR

COUNCIL MEMBERS  
GÖRAN ERIKSSON  
DAN O'BRIEN  
FREDDY PUZA

July 28, 2023

Ms. Winnie Fong  
Project Manager  
Westside Cities Council of Governments  
Via email: [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com)

**Subject: Interest in WSCCOG Reappointment to the Santa Monica Bay Restoration Commission Governing Board and Recommendation of Alternates**

Dear Ms. Fong:

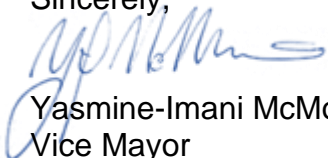
I am seeking an opportunity to continue to serve as the WSCCOG's appointed Voting member on the Santa Monica Bay Restoration Commission (SMBRC) Governing Board, representing the Westside Cities within the Ballona Creek Watershed. I am currently an active participant on the SMBRC, as the environmental issues considered by the Board are vital to the advancement of cleaner water that our Watershed cities discharge into Ballona Creek and Marina del Rey.

Ballona Creek flows through Culver City as an open channel which drains stormwater and urban runoff within the 130 square-mile Ballona Creek Watershed to the Pacific Ocean. Our City and our region have a goal of ensuring cleaner runoff before it enters Ballona Creek. In November 2016, Culver City voters approved Measure CW, a parcel tax that creates a dedicated source of funding to pay for water quality programs that will prevent pollution from reaching city waterways, beaches, and Ballona Creek. The protection of our coastline is not only essential to marine habitats but also helps to make sure that our beaches are safe and inviting for the many thousands of residents and tourists who come to the Westside to enjoy our beaches each year.

Should I be reappointed Governing Board Member, I invite the participation of two other Westside Cities' councilmembers as my Alternates. Together, my colleagues and I can continue to work on the efforts of the SMBRC which pertain to the Santa Monica Bay and the Westside Cities.

I would appreciate the WSCCOG Board's favorable consideration of my reappointment.

Sincerely,

  
Yasmine-Imani McMorrin  
Vice Mayor

cc: Honorable Mayor and Members of the City Council



## Council Member Phil Brock

July 27, 2023

Winnie Fong, WSCCPG Project Director  
Westside Cities Council of Governments  
801 S Grand Ave #200  
Los Angeles, CA 90017

SENT VIA EMAIL: [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com)

### RE: Letter of Interest – WCCOG Representative on Santa Monica Bay Restoration Commission

Dear Winnie,

I hope this letter finds you well. I am writing to express my interest in serving as the Westside Cities Council of Government's (WCCOG) representative on the Santa Monica Bay Restoration Commission (SMBRC). Given my extensive experience and commitment to environmental initiatives, I believe I can make a meaningful contribution to the commission's important work.

As a dedicated member of the Santa Monica City Council for the past two years, and with my impending role as Santa Monica's Mayor in December 2023, I have gained valuable insights into the unique challenges and opportunities faced by our city and the broader region. Having also served as the alternate Santa Monica representative to the WSCCOG for nearly eighteen months and the WSCCOG's director representative to the LA County Division of Cal Cities in 2022, I possess a comprehensive understanding of regional cooperation and collaborative decision-making.

My passion for environmental conservation and sustainable practices extends beyond my civic roles. During my fourteen-year tenure as Chair of the Santa Monica Recreation & Parks Commission, and four years as a Santa Monica Arts Commissioner, I championed initiatives that promoted green spaces and cultural harmony. Moreover, I proudly served as the President of the California Association of Recreation & Parks Commissioners and Board Members, advocating for policies that prioritize ecological responsibility and community well-being.

I would be truly honored to serve on the Santa Monica Bay Restoration Commission as WCCOG's representative. Thank you for your consideration.

Best regards,

**PHIL BROCK**  
Councilmember  
City of Santa Monica





**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** SCAG Community, Economic & Human Development Committee Representative

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**Recommended Action**

Appoint WSCCOG Representative to SCAG Community, Economic & Human Development Committee.

**Background**

The role of the SCAG Community, Economic & Human Development (CEHD) Committee is to study problems, programs and other matters which pertain to the regional issues of community, economic and human development and growth. This committee reviews projects, plans and programs of regional significance for consistency and conformity with applicable regional plans. The CEHD Committee has oversight of the Growth Visioning and Growth Forecasting processes, as well as the Regional Housing Needs Assessment, the Intergovernmental Review effort and the monitoring and analysis of the Regional Economy. The CEHD 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 previous WSCCOG representative appointed to the SCAG CEHD committee was Councilmember Lauren Meister of City of West Hollywood who has recently left the position to serve on the SCAG Energy & Environment Committee as part of her assigned role to the SCAG Regional Council (District #41). On June 8, 2023, the WSCCOG issued a call for candidates for a two-year term effective September 1, 2023 through August 31, 2025. The WSCCOG received a letter of interest from the following candidates:

1. Councilmember Freddy Puza, City of Culver City ([Attachment A](#))
2. Councilmember Chelsea Byers, City of West Hollywood ([Attachment B](#))

**Attachments:**

- A. Councilmember Freddy Puza Letter of Interest
- B. Councilmember Chelsea Byers Letter of Interest



# CITY OF CULVER CITY

9770 CULVER BOULEVARD  
CULVER CITY, CALIFORNIA 90232-0507  
CITY HALL Tel. (310) 253-6000  
FAX (310) 253-6010

ALBERT VERA  
MAYOR

YASMINE-IMANI MCMORRIN  
VICE MAYOR

COUNCIL MEMBERS  
GÖRAN ERIKSSON  
DAN O'BRIEN  
FREDDY PUZA

July 21, 2023

Ms. Winnie Fong  
Project Manager  
Westside Cities Council of Governments  
Via email: [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com)

**Subject: WSCCOG Representation on the Southern California Association of Governments' (SCAG) Community, Economic and Human Development (CEHD) Committee**

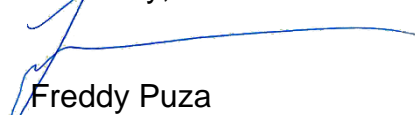
Dear Ms. Fong,

I am interested in being appointed as the WSCCOG's designated representative to SCAG's CEHD Committee. The CEHD Committee's mission is to study problems, programs and other matters which pertain to the regional issues of community, economic and human development and growth. This committee reviews our region's significant projects, plans and programs for consistency and conformity with applicable regional plans. Additionally, the CEHD Committee has oversight of the Growth Visioning and Growth Forecasting processes, as well as the Regional Housing Needs Assessment, the Intergovernmental Review effort and the monitoring and analysis of the Regional Economy. All of these issues are important to Westside cities.

These areas have been a high priority for me. Currently, I serve on several Culver City Council committees, including the Sustainability Subcommittee. Before being elected to the City Council, I served on the City's General Plan Advisory Committee and Advisory Committee on Housing and Homelessness. Our region's ambitious goal to increase housing production is of top importance for our region. If chosen by the Governing Board, I would attend the CEHD Committee meetings regularly and be accessible to the Governing Board, should the Board wish to receive reports back from the Committee meetings. Further, I would consult with the WSCCOG Executive Director on any issues of importance raised between Governing Board meetings.

I appreciate the Board's consideration of my appointment. If you or the Board have any questions, or if you wish to discuss my appointment further, please contact me at [Freddy.Puza@CulverCity.org](mailto:Freddy.Puza@CulverCity.org) or at (310) 592-1630.

Sincerely,



Freddy Puza  
Council Member

cc: Honorable Mayor and Members of the City Council



# City of West Hollywood

City Hall  
8300 Santa Monica Blvd.  
West Hollywood, CA  
90069-6216  
Tel. (323) 848-6460  
FAX (323) 848 6562

## CITY COUNCIL

SEPI SHYNE  
*Mayor*

JOHN M. ERICKSON  
*Mayor Pro Tempore*

CHELSEA BYERS  
*Councilmember*

JOHN HEILMAN  
*Councilmember*

LAUREN MEISTER  
*Councilmember*

July 19, 2023

Cecilia Estolano, Executive Director  
Westside Cities Council of Governments  
c/o Estolano Advisors, LLP  
VIA EMAIL

Re: **Letter of Interest: Appointment to the Southern California Association of Governments' (SCAG) Community, Economic and Human Development Committee (CEHD) for the Westside Cities Council of Government (WSCCOG), 2023-2025.**

Dear Ms. Estolano:

I am writing you to communicate my desire to be considered as a WSCCOG delegate for SCAG's CEHD Committee.

I was elected to the West Hollywood City Council on November 8, 2022. My election is the continuation of my service to the West Hollywood community and programs like the Women's Leadership Conference. This connection led me to be part of many program partnerships with the City, including Women Manifest (2016), the Cannabis Education Forum (2015-2018), collaborative film screenings, panels, and more.

While working with United Way's *Everyone In* campaign, I had the privilege to work along with the City of West Hollywood's Social Services and Strategic Initiatives divisions' staff to bring educational programming to the community on homelessness and housing solutions.

I also had the opportunity to serve on the City's Human Services Commission, where I gained intimate knowledge of the City's social services programs and the providers the City retains for the provision of such services. In 2021, I served on the City of West Hollywood's Housing Element Task Force, which was assembled to provide expert-level input on how the City's programs, regulations, and processes can best meet the RHNA (Regional Housing Needs Allocation) number for the 6<sup>th</sup> cycle.

My priorities on the City Council include social service delivery, climate-change mitigation strategies, and emergency resiliency efforts, creating more affordable housing and resources for renters; enhancing the streetscape for improved pedestrian and cycling experiences while reducing vehicle-dependency, and community building and policy implementation to ensure West Hollywood is an inclusive community for all.

I currently serve as Director of Programs and Partnerships with Women's Voices Now and am a core team member with Beautiful Trouble and serve on the Board of Directors for National Women's Political Caucus (NWPC) as the Vice President of Education and Training for the California chapter. In addition, I am a former Board Member of Abundant Housing Los Angeles and President Emeritus of the Westside Young Democrats.

I have had the privilege of participating in several fellowships including the Housing Policy Leadership Institute, New Leaders Council, Art for LA Activate Program, National Council for Jewish Women's Advocacy Program, and the James Lawson Institute. My academic background includes a B.A. in Political Science and Women's Studies from Northern Arizona University, and studies at the Universidad Internacional Cuernavaca and Franklin University Switzerland.

I believe I have the academic background and professional acumen to be an effective representative of the WSCCOG, as we all work collaboratively to deliver solutions to our constituents. Should you have any questions or need additional information, please feel free to contact me at [cbyers@weho.org](mailto:cbyers@weho.org) or by phone at 323-848-6460.

Sincerely,



Chelsea Byers,  
**Councilmember**

CB:hgm



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** FY 2022-23 WSCCOG Audit Engagement Letter

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**Recommended Action**

Approve the scope and services outlined in the engagement letter from Moss, Levy & Hartzheim LLP for the WSCCOG's FY 2022-23 audit.

**Background**

The WSCCOG formally engaged with Moss, Levy & Hartzheim LLP to conduct the recent WSCCOG financial audit for the fiscal year ended June 30, 2022. WSCCOG received an engagement letter from Moss, Levy & Hartzheim LLP, which details the services outlined in [Attachment A](#) to complete the audit for the fiscal year ended June 30, 2023. The proposed fee is \$6,595, which meets WSCCOG's budget for audit services. The firm, which is based in Culver City, has extensive experience working with public agencies, joint powers authorities (JPAs), and COGs, including the Gateway Cities Council of Governments. The firm is expected to begin the audit in September and issue the report no later than December 15, 2023.

**Attachment**

- A. Moss, Levy & Hartzheim LLP and WSCCOG Audit Engagement Letter for the year ended June 30, 2023

**PARTNERS**

CRAIG A HARTZHEIM, CPA  
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July 24, 2023

To the Honorable Board of Directors and Management of the  
 Westside Cities Council of Governments  
 801 S. Grand Avenue, #200  
 Los Angeles, California 90017

We are pleased to confirm our understanding of the services we are to provide Westside Cities Council of Governments (COG) for the fiscal year ended June 30, 2023.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the major fund, and the disclosures, which collectively comprise the basic financial statements of the COG as of and for the fiscal year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the COG's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the COG's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedule – General Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the COG and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1. Management Override of Controls
2. Improper Revenue Recognition

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

## **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the COG's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

## **Other Services**

We will also assist in preparing the financial statements and related notes of the COG in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to



persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to management; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Moss, Levy & Hartzheim, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moss, Levy & Hartzheim, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Craig Hartzheim is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 1, 2023 and to issue our reports no later than December 15, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$6,595. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### Reporting

We will issue a written report upon completion of our audit of the COG's financial statements. Our report will be addressed to Board of Directors and Management of the COG. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the COG is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Westside Cities Council of Governments and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Moss, Levy & Hartzheim, LLP

RESPONSE:

This letter correctly sets forth the understanding of Westside Cities Council of Governments.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Contract with the County of Los Angeles for the FY 2023-24 Homelessness Regional Coordination and Local Solutions Fund

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### **Recommended Action**

Approve delegation of authority to negotiate agreement with the County of Los Angeles and execute agreement for the FY 2023-24 Homelessness Coordination and Local Solutions Fund.

### **Background**

On February 7, 2023, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2023-24 Homeless Initiative Funding Recommendations, which included funding for local jurisdictions. These funds are intended to be used to support COGs and cities for activities that align with the approved Framework strategies and continue their work to address homelessness. The WSCCOG will receive \$1,755,264 in Local Solutions Funds, which includes \$30,000 in FY 23-24 Regional Homelessness Coordination, \$1,492,500 in FY 23-24 Homeless Services & Housing Programs Allocation, \$124,375 in FY 22-23 Q4 Prorated Funds, and \$108,389 in carryover funds from Culver City and West Hollywood planning grants.

On April 20, 2023, the WSCCOG staff presented to the Board a proposed list of homeless-related programs and activities for the FY 2023-24 Local Solutions Fund. The Board also voted unanimously for an equal distribution of the County FY 2023-24 Local Solutions Fund among the four eligible cities to support existing programs as part of a regional response to addressing homelessness. The WSCCOG staff drafted a statement of work for the County to execute a contract agreement, which includes the following activities (refer to [Attachment A](#)).

- Regional Homelessness Coordination
- WSCCOG Regional Behavioral Health Facility Feasibility Study
- Beverly Hills Homelessness Program
  - Interim Housing and Supportive Services
  - Housing Navigation, Case Management, and Care Coordination
  - Flex Funds Program
- Culver City Homelessness Program
  - Motel Voucher Program
- Santa Monica Homelessness Program
  - Homelessness Related Response Program
  - Eviction Prevention Program

- Case Management/Flex Funds Program
- West Hollywood Homelessness Program
  - Guaranteed Income Pilot
  - Care Team
  - Holloway Interim Housing Program

The County is still in the process of drafting the contract agreement. Since the WSCCOG Board will not meet again until October 12, 2023, WSCCOG staff recommends that the Board approve delegation of authority for the WSCCOG Legal Counsel and Executive Director to negotiate agreement with the County of Los Angeles and execute agreement for the FY 2023-24 Homelessness Coordination and Local Solutions Fund in order to access the funds to implement the activities outlined in the statement of work.

**Attachment:**

- A. Draft Statement of Work for the FY 2023-24 WSCCOG Homelessness Regional Coordination and Local Solutions Fund

**EXHIBIT A: Statement of Work Template****STATEMENT OF WORK  
WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
LOCAL SOLUTIONS FUND (LSF)****I. Overview**

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

The Westside Cities COG is a joint powers authority created by the member cities of Beverly Hills, Culver City, Santa Monica, and West Hollywood (located in Supervisorial Districts 3 and 2 and the City of Los Angeles Council Districts 4 and 11).

On April 20, 2021, the Board of Supervisors (Board) directed the Chief Executive Officer, in consultation with the appropriate County departments, the Los Angeles Homeless Services Authority, representatives from the various COGs, and key homeless stakeholders to reassess the Measure H, the 1/4-cent sales tax approved by County voters in March 2017, strategies and make recommendations to improve or modify existing strategies to address the ever-changing homeless crisis. On April 11, 2022, CEO-HI provided the outcomes of the reassessment process and an analysis of the recommendations for new framework, drawing on findings from reports, evaluations, performance data, and community and stakeholder input.

On May 3, 2022, The Board unanimously approved The County's New Framework to End Homelessness which focuses on three key partners — Mainstream Government Systems, the Rehousing System, and Partnerships with Cities — each taking action to Coordinate, Prevent, Connect, House, and Stabilize people experiencing or at risk of homelessness. In aiming to increase participation of cities, the emphasis of the strategies is on creating opportunities for co-investment that lead to an increase in cities' ability to respond at a local level to community members' greatest concerns while leveraging cities' unique capabilities to increase access to housing.

On February 7, 2023, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2023-24 Homeless Initiative Funding Recommendations, which included funding for local jurisdictions. These funds are intended to be used to support COGs and cities for activities that align with the approved Framework strategies and continue their work to address homelessness.

**Information on the required deliverables for the Local Solutions Funds.** COGs should use these funds to support Cities to implement activities that align with the CEO-HI's New Framework to End Homelessness. The New Framework to End Homelessness outlines the following strategies for Cities and COGs.

## New Framework to End Homelessness Strategies

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

The Westside Cities COG will receive \$1,755,264 in Local Solutions Funds, which includes \$30,000 in FY 23-24 Regional Homelessness Coordination, \$1,492,500 in FY 23-24 Homeless Services & Housing Programs Allocation, \$124,375 in FY 22-23 Q4 Prorated Funds, and \$108,389 in carryover (\$40,215 from Culver City and \$68,174 from West Hollywood).

Local Solutions Funds Methodology: The Westside Cities COG will distribute 25 percent of the total FY 23-24 Local Solutions Fund Homeless & Housing Programs Allocation to each of the four (4) eligible member cities to support existing programs as part of a regional response to addressing homelessness.

The maximum contract amount is not to exceed \$1,755,264.

### II. Objective

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

### III. Tasks

- Regional Homelessness Coordination
- Beverly Hills Homelessness Program
  - Interim Housing and Supportive Services
  - Housing Navigation, Case Management, and Care Coordination
  - Flex Funds Program
- Culver City Homelessness Program
  - Motel Voucher Program
- Santa Monica Homelessness Program
  - Homelessness Related Response Program
  - Eviction Prevention Program

- Case Management/Flex Funds Program
- West Hollywood Homelessness Program
  - Guaranteed Income Pilot
  - Care Team
  - Holloway Interim Housing Program

## Task 1: Regional Homelessness Coordination

### Task 1A: Regional Homelessness Coordination

**Task 1A Description:** The COG will conduct monthly Homelessness Working Group Meetings with member Cities to create a regional response to homelessness. The COG will facilitate best practices of sharing and regional coordination amongst its member cities, update and enhance the COG’s Regional Homelessness Strategic Action Plan and provide ongoing technical assistance and support to cities in implementing projects. This could include advisory guidance, as well as support in identifying and pursuing funding on behalf of the member Cities.

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

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

Regional Planning and Implementation Coordination; Research; Advocacy

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
1A.i.	Conduct monthly Homelessness Working Group meetings for member cities	1 per month; 12 meetings total	Monthly
1A.ii.	Update Westside Cities Regional Homelessness Strategic Action Plan	1 update	Annually
1A.iii.	Provide research and technical assistance in funding identification to support implementation of a subregional project or program	Up to one funding source quarterly	Quarterly and as needed



## Task 2: Beverly Hills Homelessness Programs

### Task 2A: Interim Housing and Supportive Services

**Task 2A Description:** Provide temporary low-barrier shelter and/or housing (motel room rentals for example) to unhoused individuals and provide access to supportive services with the goal of securing a permanent housing solution through a community partner. Clients will be allowed an initial 2-week stay if they can abide by property rules and demonstrate willingness to prepare for transitional housing. Clients will be allowed to remain housed for up to 3 months provided they are working collaboratively with staff, making reasonable progression to become document ready for permanent housing, and actively participating in their case plan. The City is currently in the process of securing an agreement with a motel for rooms at \$110 per night.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
2A.i.	# of unhoused people moved into temporary shelter (motel) for up to 90 days at \$110 per day while they transition to permanent supportive housing	5 per quarter; 20 people total	Annually
2A.ii.	# of clients receiving supportive services and a case plan	100%	Annually

### Task 2B: Housing Navigation, Case Management, and Care Coordination

**Task 2B Description:** Contract with existing organization (Step Up) or another organization to secure a full-time housing navigator to help move people out of the Task 2A interim housing (i.e. temporary motel). A housing navigator will work with up to 3-5 unhoused individuals that are staying in the motel at any given time over the course of their 90-day stay to find them permanent supportive housing. The goal is for the navigator to find permanent housing for at least 3 of the 5 unhoused individuals at any given time.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
2B.i.	# of unhoused people moved into permanent supportive housing after their 90-day motel stay with the support of a full-time housing navigator	60% of those in interim housing (approximately 3 per quarter; 12 people total)	Annually

### Task 2C: Flex Funds Program

**Task 2C Description:** Flex funds would be used to assist with housing deposits, moving and/or storage costs for someone transitioning to housing, transportation related to moving, and other housing-related expenses. Additionally, flex funds would be used to supplement the City's Project Home Again which provides the unhoused with a bus or plane ticket home to family or friends that will help stabilize them and help them off the streets. It is estimated that a client would need on average \$2,500 in assistance. The City will maintain records to track the utilization of funds by category.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
2C.i.	# of unhoused people receiving housing related assistance such as deposits or moving expenses.	At least 7 per quarter; 30 people total	Annually

## Task 3: Culver City Homelessness Programs

### Task 3A: Motel Voucher Program

**Task 3A Description:** The Culver City Motel Voucher Program offers emergency interim housing at local motels to Culver City unhoused clients. The City is currently setting up contracts with local motels with a rate to be determined. The motel Master Lease program will be interim housing for those who are waiting on permanent housing projects, such as Culver City’s Project HomeKey coming online soon, Section 8 vouchers, and other interim housing sites in the city. Unhoused clients must be currently working with the City’s St. Joseph Center Outreach Team and have a permanent housing plan in place to qualify for this program.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
3A.i.	Provide up to 180-days of emergency interim housing.	Approximately 5-6 per quarter; Up to 22 people total	Annually
3A.ii.	# of people transitioned to permanent housing including permanent supportive housing, housing with family or friends, or other permanent housing.	At least 75% (approximately 4 per quarter; 17 people total)	Annually

## Task 4: Santa Monica Homelessness Programs

### Task 4A: Homelessness Related Response Program

**Task 4A Description:** This City is contracting with Salvation Army to deploy an Outreach Team to directly respond to 311 calls related to homelessness with a 2-person team for 7 days a week and connect individuals with local services and interim housing.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
4A.i.	# of duplicated contacts made with people who generate 311 requests related to homelessness	2,900 people	Annually
4A.ii.	# of individuals connected with local services and interim housing: <ol style="list-style-type: none"> <li>a. # of participants engaged</li> <li>b. # of participants assessed for services (e.g. public benefits, housing, etc.)</li> <li>c. % of participants receiving case management services/care coordination</li> <li>d. # housing referrals</li> </ol>	<ol style="list-style-type: none"> <li>a. 360 (90 per quarter) participants engaged</li> <li>b. 360 (90 per quarter) participants assessed for services (e.g. public benefits, housing, etc.)</li> <li>c. 360 (90 per quarter) participants receiving case management services/care coordination</li> <li>d. 120 (30 per quarter) housing referrals made</li> </ol>	Annually

### Task 4B: Eviction Prevention Program

**Task 4B Description:** The City is currently contracting with the Legal Aid Foundation of Los Angeles (LAFLA) to provide legal services to current residents and document their services in an internal database called LegalServer. The City will also provide an Eviction Prevention flex fund for residents who are facing eviction and receiving legal services from LAFLA for short-term rental

assistance, utility assistance, and problem-solving resources. LAFLA would make the request to the City to reimburse the “vendor” (i.e., cleaning company, property management company, etc.) on behalf of the client. The City will maintain records to track the utilization of funds by category.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
4B.i.	# of unduplicated people who receive legal services, case management, and/or other support services to prevent eviction	At least 6 per quarter; 25 people total	Annually

**Task 4C: Case Management/Flex Fund Program**

**Task 4C Description:** This program provides a dedicated Case Manager/Flex Fund to the Santa Monica Fire Department Community Response Unit (SMFD/CRU), which is a 2-person “peak hour” alternative response unit for low acuity 9-1-1 calls targeting vulnerable populations, including people experiencing homelessness and housed seniors to support aging in place and prevent falling into homelessness. Clients being case managed by the contracted SMFD case manager will be able to access flex funds for short-term rental assistance, utility assistance, and problem-solving resources. The contractor (to be determined) will work documents their services in their client database. The City will maintain records to track the utilization of funds by category.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
4B.i.	# of unduplicated people who would receive assessment, linkage to service providers, and ongoing case management, if needed	30 people	Annually

## Task 5: West Hollywood Homelessness Programs

### Task 5A: Guaranteed Income Pilot

**Task 5A Description:** The West Hollywood Pilot for Guaranteed Income (WHPGI) is part of the City’s efforts to help prevent homelessness, assist community members to age in place, and reduce the stressors of financial instability. The data that supports the pilot’s focus on older adults (age 50+) includes California’s Master Plan for Aging as well as the City’s 2019 Community Study. The pilot is serving both housed and homeless community members. The City has partnered with National Council of Jewish Women (NCJW) to operate the WHPGI and the City needs funding support to compensate NCJW for administering the program and to facilitate qualitative reporting on the impact of the program on participants’ lives. The WHPGI provides unconditional cash payments of \$1,000 a month to 25 older adults living on a low income; the first payment was distributed on August 30, 2022 and will be continuing for 18 months. This funding will cover a portion of administrative and communications costs.

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

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

Implementation Coordination, Research & Evaluation, Practice to Advance Equity

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
5A.i.	WHPGI operates for the full 18 months as planned and provides cash assistance of \$1,000 a month to older adults living on a low income	4 people per quarter; 25 people total	Through January 2024

### Task 5B: Care Team

**Task 5B Description:** The West Hollywood Care Team is a mobile behavioral health crisis responder equipped to meet people in community, businesses or their homes when experiencing a behavioral health crisis. The Care Team, expected to launch in October 2023, is integrated with the Los Angeles County Department of Mental Health Alternative Crisis Response system and will be actively collaborating with the agency’s Field Intervention Teams. The Care Team, when not on calls for service, will conduct outreach and engagement to community members experiencing homelessness, especially individuals known to 911 responders who have chronic conditions that frequently present as emergencies. The Care Team will offer connection to West Hollywood’s rehousing services as well as regional housing resources. The funds will support the outreach and engagement services provided by the West Hollywood Care Team.

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

- Coordinate-** Regional and Local Annual Planning
- Prevent-** Infuse Problem Solving into Local Services

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
5B.i.	# of individuals connected with rehousing services and interim housing: a. # of participants engaged b. # of participants assessed for services (e.g. public benefits, housing, etc.) c. % of participants receiving case management services/care coordination d. # housing referrals	a. 50 (17 per quarter) participants engaged b. 45 (15 per quarter) of participants assessed for services (e.g. public benefits, housing, etc.) c. 30% (10% per quarter) of participants receiving case management services/care coordination d. 30 (10 per quarter) housing referrals	Through June 2024

**Task 5C: Holloway Interim Housing Program Support**

**Task 5C Description:** Local Solutions Funds will support critical activities for the successful launch and operation of the City’s Holloway Interim Housing, which is projected to open in Spring 2024. Activities include community engagement, liaison work with State of California Department of Housing and Community Development (HCD), liaison work with the City’s interim housing operator, studying feasibility for program enhancement opportunities that can strengthen the pipeline for people to exit street homelessness into housing like siting a homeless services access center or other brick and mortar location in city limits to serve community members experiencing homelessness.

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

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

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
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5C.i.	# of people experiencing homelessness will enter interim housing program	4 per quarter; 18 people total	Holloway program projected opening Spring 2024
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**Task 6A: Regional Behavioral Health Feasibility Study**

**Task 6A Description:** The COG will draft and manage the Request for Information and Qualification (RFIQ) process to retain a consultant to study the feasibility of a regional behavioral health center that will connect clients with supportive services and housing resources. The outcome of this work will include identifying potential sites, list of proposed services, potential funding resources, and forged partnerships for the regional facility to present to the WSCCOG board for discussion and decision making by December 2024. The study will also engage with member cities, service providers, and other stakeholders to solicit input on the vision and goals for the facility, as well as public and private funders as part of the fundraising and financing strategy.

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

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

Regional Planning and Implementation Coordination; Research; Advocacy

	Key Performance Indicators/Metrics	Targets (Anticipated Impact)	Timeline
6.A.i.	# of cities, service providers, and funders engaged in the planning process	6 member cities; at least 3 service providers; at least 3 private and philanthropic funders	Through December 2024

**IV. Reporting, Documentation, and Invoices**

The Westside Cities COG shall provide quarterly reports and submit invoices, describing progress made on Tasks listed above. A final report will be due to the County prior to contract expiration describing the cumulative outcomes for all Tasks.

Deliverables	Due Dates
I. Provide copy of any subcontracted agreements/MOU's necessary to implement the funded program in advance for County approval.	Within 60 days of contract/agreement execution.



II. Submit monthly invoices with supporting documentation	Monthly										
III. Participate in regular Implementation Status meetings with CEO-HI to discuss program implementation and operations, technical assistance needed, etc.	Bi-monthly										
V. Submit Quarterly Reports and supporting documents.	<table border="1" data-bbox="755 934 1453 1123"> <thead> <tr> <th>Reporting Period*</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>January 1-March 31</td> <td>April 15th</td> </tr> <tr> <td>April 1-June 30</td> <td>July 15th</td> </tr> <tr> <td>July 1-Sept 30</td> <td>October 15th</td> </tr> <tr> <td>October 1-December 31</td> <td>January 15th</td> </tr> </tbody> </table> <p data-bbox="787 1123 1421 1270"><i>* First quarterly report shall be due based on the schedule above, noting that the reporting period will begin based on the contract execution date.</i></p>	Reporting Period*	Due Date	January 1-March 31	April 15th	April 1-June 30	July 15th	July 1-Sept 30	October 15th	October 1-December 31	January 15th
Reporting Period*	Due Date										
January 1-March 31	April 15th										
April 1-June 30	July 15th										
July 1-Sept 30	October 15th										
October 1-December 31	January 15th										
V. Submit Co-Investment Report	Annually										
VI. Submit Final Report	<table border="1" data-bbox="755 1554 1469 1669"> <thead> <tr> <th>Reporting Period</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Contract Execution- Contract Expiration</td> <td>Within 15 days after contract expiration.</td> </tr> </tbody> </table>	Reporting Period	Due Date	Contract Execution- Contract Expiration	Within 15 days after contract expiration.						
Reporting Period	Due Date										
Contract Execution- Contract Expiration	Within 15 days after contract expiration.										

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

County Project Manager: Onnie Williams III [owilliams@ceo.lacounty.gov](mailto:owilliams@ceo.lacounty.gov)

**EXHIBIT B: Statement of Work Pricing Schedule**

**PRICING SCHEDULE  
WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
LOCAL SOLUTIONS FUND (LSF)**

**Maximum Contract Amount Not to Exceed: \$1,755,264**

Up to \$1,755,264 of the total contract budget is to be paid by County for Westside Cities COG Local Solutions Funds, which includes \$30,000 in FY 23-24 Regional Homelessness Coordination, \$1,492,500 in FY 23-24 Homeless Services & Housing Programs Allocation, \$124,375 in FY 22-23 Q4 Prorated Funds, and \$108,389 in carryover (\$40,215 from Culver City and \$68,174 from West Hollywood). See Appendix I for Allocation Methodology.

<b>REGIONAL HOMELESSNESS COORDINATION PROGRAM BUDGET*</b>		
<b>STAFFING COSTS</b>		
Position	FTE	Total
Project Director	0.50	\$15,000
Associate	0.45	\$13,500
Executive Director	0.25	\$1,500
STAFFING COSTS		\$30,000
<b>OPERATIONS COSTS</b>		
		\$0
OPERATION COSTS		\$0
<b>REGIONAL HOMELESSNESS COORDINATION SUBTOTAL</b>		<b>\$30,000</b>

<b>LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS BUDGET*</b>		
<b>STAFFING COSTS</b>		
Position	FTE	Total

N/A		\$0
STAFFING COSTS		\$0
<b>OPERATIONS COSTS</b>		
Task 2: Beverly Hills Homelessness Programs		
A. Interim Housing and Supportive Services		\$198,000
B. Housing Navigation, Case Management, and Care Coordination		\$100,000
C. Flex Funds		\$75,125
Task 3: Culver City Homelessness Program		
A. Motel Voucher Program		\$413,340
Task 4: Santa Monica Homelessness Programs		
A. Homelessness Related Response		\$223,125
B. Eviction Prevention		\$100,000
C. Case Management/Flex Fund		\$50,000
Task 5: West Hollywood		
A. Guaranteed Income Pilot		\$25,000
B. Care Team		\$348,125
C. Holloway Interim Housing Program Support		\$68,174
Task 6: Regional Behavioral Health Center Feasibility Study		\$124,375
OPERATION COSTS		\$1,600,889
<b>LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS SUBTOTAL</b>		<b>\$1,725,264</b>
<b>REGIONAL HOMELESSNESS COORDINATION &amp; LOCAL HOMELESS SERVICES AND HOUSING PROGRAMS GRAND TOTAL</b>		<b>\$1,755,264</b>

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

**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Funding Agreement Amendment with Metro and Contract with Fehr and Peers for Professional Services for the WSCCOG Multi-Subregional Program

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**Recommended Action**

- 1) Approve the amended funding agreement with Metro for the WSCCOG Multi-Subregional Program (MSP).
- 2) Approve delegation of authority to negotiate agreement with Fehr and Peers and execute the agreement to provide professional services for the MSP annual updates.

**Amended Funding Agreement with Metro**

On July 16, 2018, WSCCOG entered into a funding agreement with Metro for planning activities to support the Measure M Multi-Subregional Program (MSP) in the amount of \$94,989. The proposed funding agreement amendment extends the lapsing date of the project funds programmed in FY 2019-20 and FY 2020-21 to June 30, 2024, and FY 2021-22 to June 30, 2025 (see [Attachment A](#)). The unexpended funding amount as of July 1, 2023 is \$36,428. WSCCOG proposes to allocate \$5,000 for the WSCCOG staff and \$31,428 for Fehr & Peers to conduct the MSP planning activities through June 30, 2025. The WSCCOG staff recommends approving the funding agreement amendment with Metro to continue the process of programming MSP funds for the WSCCOG jurisdictions.

**Contract with Fehr and Peers for Professional Services**

In 2019, Southern California Associations of Governments entered into a contract agreement (20-014-C01) with Fehr and Peers effective December 17, 2019 until June 30, 2023 to support the MSP development process for the WSCCOG. The scope of work included the preparation of a preliminary list of projects, a 5-Year MSP Plan, and two annual updates to the MSP project list. WSCCOG proposes to enter into a separate contract agreement directly with Fehr and Peers to continue the annual MSP updates through June 30, 2025. The WSCCOG staff recommends that the Board Approve delegation of authority to negotiate the agreement with Fehr and Peers and execute the agreement substantially similar in the form to [Attachment B](#).

**Attachments**

- A. Amendment No. 1 to the Funding Agreement between WSCCOG and Metro
- B. Draft Agreement for Professional Services with Fehr and Peers

AMENDMENT No. 1 TO FUNDING AGREEMENT  
BETWEEN WESTSIDE CITIES COUNCIL OF GOVERNMENTS AND  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to Funding Agreement (this "Amendment"), is dated as of June 30, 2023, by and between the Westside Cities Council of Governments ("GRANTEE"), and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. GRANTEE and LACMTA entered into that certain Funding Agreement No. 9200000000M480101, dated July 16, 2018, which Existing FA provides for Planning Activities (0.5%) for the Active Transportation 1<sup>st</sup>/Last Mile Connections Programs (the "Project"); and

B. WHEARES, the LACMTA Board on October 27, 2022, delegated administrative authority to staff to extend the funding lapsing date of the Measure M Funds previously approved to meet project schedule; and

C. WHEARES, GRANTEE and LACMTA desire to extend the lapsing date of the Project funds programmed in Fiscal Years (FY) 2019-20 and FY 2020-21 to June 30, 2024, and FY 2021-22 to June 30, 2025; and

D. GRANTEE and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Paragraph 9.1 (iv) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "All Funds programmed for FY 2018-19 have been expended and are no longer available. All Funds programmed for FY 2019-20 and FY 2020-21 are subject to lapse on June 30, 2024. All Funds programmed for FY 2021-22 are subject to lapse on June 30, 2025."

2. Attachment B of the Existing FA is hereby replaced by Attachment B-1, attached.

3. Attachment C of the Existing FA is hereby replaced by Attachment C-1, attached.

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the above date.

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

Date: \_\_\_\_\_

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Deputy 

Date: 8/3/2023

GRANTEE:

WESTSIDE CITIES COUNCIL OF GOVERNMENTS

By: \_\_\_\_\_  
Göran Eriksson  
Chair

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Lauren Langer  
Legal Counsel

Date: \_\_\_\_\_

**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_ 2023, at Los Angeles, California, by and between the Westside Cities Council of Governments, a California Joints Power Authority, 801 S. Grand Ave. #200, Los Angeles, California 90017 (hereinafter referred to as the "WSCCOG") and Fehr & Peers, 100 Pringle Ave, Suite 600, Walnut Creek, CA 94596 (hereinafter referred to as the "CONTRACTOR").

**RECITALS**

- A. The WSCCOG proposes to contract for professional services as outlined in this Agreement;
- B. An RFP for the professional services at issue was issued in 2018 by Southern California Association of Governments ("SCAG"), and CONTRACTOR was selected as the preferred service provider;
- C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, training and expertise, preparation, and organization to provide such services;

NOW, THEREFORE, the WSCCOG and the CONTRACTOR, mutually agree as follows:

1. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.
2. **TERM OF AGREEMENT.** The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2025 unless extended in writing in advance by both parties.
3. **TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the WSCCOG and shall continue until all authorized work is completed to the WSCCOG's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the WSCCOG.
4. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated in an amount not to exceed \$31,428 for services provided pursuant to this Agreement as described in "Exhibit A." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the WSCCOG for services performed to the WSCCOG's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the WSCCOG.
5. **CONTRACT ADMINISTRATION.**
  - 5.1. **The WSCCOG's Representative.** Unless otherwise designated in writing, Winnie Fong shall serve as the WSCCOG's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
  - 5.2. **Manager-in-Charge.** For the CONTRACTOR, Chelsea Richer shall be in charge of the project on all matters relating to this Agreement and any



**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
AGREEMENT FOR PROFESSIONAL SERVICES**

agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in-Charge shall not be replaced without the written consent of the WSCCOG.

- 5.3. **Responsibilities of the WSCCOG.** The WSCCOG's staff shall cooperate with the CONTRACTOR as necessary to facilitate performance of the services, including providing relevant non-privileged documentation and information reasonably necessary for CONTRACTOR to perform the services.
- 5.4. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR and all personnel under its supervision, and all such personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the WSCCOG reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the WSCCOG's premises.

**6. TERMINATION.**

- 6.1. **Termination for Convenience.** The WSCCOG may terminate this Agreement without cause and in its sole discretion at any time by giving the CONTRACTOR thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the WSCCOG's satisfaction up to the date of termination.
- 6.2. **Termination for Cause.** All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the WSCCOG may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the WSCCOG in securing the services from another contractor.

7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless WSCCOG from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that WSCCOG is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend WSCCOG with counsel approved by WSCCOG, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both WSCCOG and Contractor, or should WSCCOG otherwise find Contractor's legal counsel unacceptable, then Contractor shall

**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
AGREEMENT FOR PROFESSIONAL SERVICES**

reimburse the WSCCOG its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the WSCCOG. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the WSCCOG. The obligations established by this paragraph will survive termination of this Agreement.

For purposes of this paragraph:

- WSCCOG means its Board members, member cities, its employees, official and officers and any authorized agents and volunteers of WSCCOG.
- Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.
- The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.
- The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

**8. INSURANCE REQUIREMENTS.**

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the WSCCOG at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the WSCCOG, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for WSCCOG.

8.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to

**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
AGREEMENT FOR PROFESSIONAL SERVICES**

be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 8.1.3. **Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars (\$300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.
- 8.1.4. **Professional Liability Coverage.** The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.
- 8.2. **Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.
- 8.2.1. "The WSCCOG, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 8.2.2. This policy shall be considered primary insurance as respects the WSCCOG, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the WSCCOG, including any self-insured retention the WSCCOG may have, shall be considered excess insurance only and shall not contribute with this policy.
- 8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- 8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds

**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
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available to the WSCCOG in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the WSCCOG.

- 8.2.5. The insurer waives all rights of subrogation against the WSCCOG, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.
  - 8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the WSCCOG, its elected or appointed officers, officials, employees, agents, or volunteers.
  - 8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the WSCCOG and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.
  - 8.2.8. Contractor agrees to provide immediate notice to WSCCOG of any claim or loss against Contractor arising out of the work performed under this agreement. WSCCOG assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve WSCCOG.
- 8.3. **Self Insured Retention/Deductibles.** All policies required by this Agreement shall allow WSCCOG, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the WSCCOG Attorney and the WSCCOG Treasurer. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should WSCCOG pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, WSCCOG may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by WSCCOG due to the breach.
- 8.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with original endorsements to the WSCCOG as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the WSCCOG on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the WSCCOG at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

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- 8.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the WSCCOG may terminate this Agreement pursuant to Section 6.2 above.
9. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the WSCCOG for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the WSCCOG. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the WSCCOG. If the WSCCOG consents to such subcontract, the CONTRACTOR shall be fully responsible to the WSCCOG for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the WSCCOG and subcontractor nor shall it create any obligation on the part of the WSCCOG to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.
10. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 10.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the WSCCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the WSCCOG by reason of the independent contractor relationship created by this Agreement. In the event that the WSCCOG is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the WSCCOG and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the WSCCOG for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.
- 10.2. **Workers' Compensation Law.** The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the WSCCOG harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The WSCCOG shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the WSCCOG from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the WSCCOG any reimbursement or indemnification arising under this Section.
- 10.3. **Licenses.** The CONTRACTOR represents and warrants to the WSCCOG that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession and to perform the services under this Agreement. The CONTRACTOR represents and warrants to the WSCCOG that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at

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all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession, including any business licenses with the County of Los Angeles and/or appropriate jurisdiction(s) if required by local ordinances

11. **CONFLICT OF INTEREST.** The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.
12. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
13. **RECORDS AND AUDITS.** The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the WSCCOG or any authorized representative. All records shall be made available at the request of the WSCCOG, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.
14. **OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the WSCCOG shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The WSCCOG shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the WSCCOG on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the WSCCOG. The CONTRACTOR shall at its sole expense provide all such documents to the WSCCOG upon request.
15. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the WSCCOG a wholly independent CONTRACTOR. Neither the WSCCOG nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the WSCCOG. The

**WESTSIDE CITIES COUNCIL OF GOVERNMENTS  
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CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the WSCCOG or otherwise act on behalf of the WSCCOG as an agent.

16. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

Westside Cities Council of Governments  
801 S. Grand Ave. #200, Los Angeles, CA 90017

Attention: Winnie Fong, Project Director

CONTRACTOR:  
Fehr & Peers,  
100 Pringle Ave, Suite 600,  
Walnut Creek, CA 94596

Attention: \_\_\_\_\_

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
18. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
19. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the WSCCOG shall not constitute a waiver of the WSCCOG's right to obtain correction or replacement of any defective or noncompliant work product.
20. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
21. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this

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Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

22. **AVAILABILITY OF FUNDS.** Contractor understands and agrees that funding for costs under this Agreement is subject to approval by the WSCCOG of a budget including such funding, and that the WSCCOG may terminate this Agreement immediately upon written notice without liability if such funding is not approved.

IN WITNESS WHEREOF, the parties have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR: Fehr and Peers

\_\_\_\_\_

WESTSIDE CITIES COUNCIL OF GOVERNMENTS:

\_\_\_\_\_  
Sepi Shyne, WSCCOG Secretary

\_\_\_\_\_  
Lauren Langer, WSCCOG Legal Counsel



# WESTSIDE CITIES COUNCIL OF GOVERNMENTS

## AGREEMENT FOR SERVICES

### Background

In 2019, Southern California Associations of Governments (“SCAG”) entered into a contract agreement (“20-014-C01”) with Fehr and Peers (“Contractor”) effective December 17, 2019 until June 30, 2023 to support the development process of Measure M Multi-Year Subregional Program (“MSP”) project under Measure M for the Westside Cities Council of Governments (“WSCCOG”). The scope of work included the preparation of a preliminary list of projects, a 5-Year MSP Plan, and two annual updates to the MSP project list.

### Scope of Services

The Consultant shall provide technical services to complete the annual update of the WSCCOG’s MSP project list in FY 2023-24 and FY 2024-25.

1. Coordinate with the WSCCOG staff and WSCCOG member jurisdictions on the development process of the MSP annual update, including the preparation of the following:
  - a. Detailed project scope of work to confirm MSP project eligibility
  - b. Establish the program nexus, (i.e., project location and limits, length, elements, phase(s), total expenses and funding request, schedule, etc.)
  - c. Qualitative performance measures for each project related to mobility, economic vitality, accessibility, safety, and/or sustainability and quality of life
  - d. Potential funding sources, including all non-MSP funding, for each project
  - e. Project timing/phasing and final project delivery commitments
2. Review and update the methodology for the MSP funding allocation for the WSCCOG member jurisdictions using data from the SCAG Connect SoCal (2020–2045 Regional Transportation Plan/Sustainable Communities Strategy)
3. Prepare the allocation of unprogrammed MSP funds based on Metro’s updated MSP 5-year cash flow
4. Prepare and present the proposed updated MSP project list to the WSCCOG Transportation Working Group and the WSCCOG Board for approval
5. Submit the updated MSP project list and relevant materials to Metro for review
6. Coordinate with Metro to finalize the updated MSP project list for Metro Board adoption

### Deliverables

- Finalize supporting materials for the 2023 MSP update for Metro Board approval in Q3 2023
- Draft and update methodology for MSP funding allocation in preparation for the 2024 MSP update by Q1 2024

- Draft and update MSP project list for the 2024 MSP update for the WSCCOG consideration and approval by Q2 2024, including one (1) presentation to the WSCCOG Transportation Working Group and one (1) presentation to the WSCCOG Board
- Finalize supporting materials for the 2024 MSP update for Metro Board approval in Q3 2024

### **Invoicing for Payment**

Invoices for payment shall be submitted monthly to [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com) and specify percent of completion of task or sub-task deliverables. All Invoices shall be accompanied by one (1) original of the written, narrative progress reports. The progress reports shall describe the percentage and status of work completed, as identified in the Scope of Work, technical papers, draft documentation, and any completed products. The purpose of the Progress Reports is to determine if the Consultant is completing the activities identified in the Scope of Work, in accordance with the agreed upon schedule, and to provide opportunity to describe difficulties or special problems encountered so solutions can be developed.

DRAFT



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Executive Director's Report

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### **Call for Candidates - TAC Streets and Freeway Alternate Representative**

The WSCCOG is issuing a call for candidates for an Alternate Representative to the Metro Technical Advisory Committee (TAC) Streets and Freeway Committee. The function of the TAC is to provide technical assistance to Metro by reviewing and evaluating various transportation proposals and alternatives within Los Angeles County. Transportation issues transmitted to the committee include funding, operation, construction and maintenance of streets and freeways, bus and rail transit, demand and system management, accessibility for the disabled, and air quality improvement. TAC is composed of thirty-five voting and non-voting members from various agencies including eight members from the League of California Cities (League), which includes members of the subregional groups or Councils of Governments (COG).

TAC representatives must be full-time staff from one of the COG/Subregion member cities, not a paid consultant, and will be nominated by the COGs and confirmed by the League. There are four standing subcommittees of the TAC, including the Streets and Freeways Subcommittee. The subcommittee meets monthly to review and provide technical input on projects and issues related to traffic systems management, streets and freeways operations, programming seaports, airport access, goods movement, bikeways, pedestrian and transportation enhancement activities.

Kevin Riley, formerly with the City of Beverly Hills, was the WSCCOG's Alternate Representative. The incoming representative will serve as the alternate to the WSCCOG's Primary Representative Andrew Maximous (City of Culver City). Interested candidates should submit a letter of interest to WSCCOG Project Director Winnie Fong at [winnie@estolanoadvisors.com](mailto:winnie@estolanoadvisors.com) no later **than Friday, September 29, 2023**. The WSCCOG Board will consider and appoint the alternate representative at the next Regular Board Meeting held on Thursday, October 12, 2023.

### **WSCCOG Recent Activities**

Below is a summary of WSCCOG activities between June 6, 2023 and August 7, 2023:

#### ***Transportation***

WSCCOG staff convened the Transportation Working Group in June and July. Refer to [Attachment A](#) for the agenda items discussed in the meeting.

### ***Homelessness***

WSCCOG staff convened the Homelessness Working Group in June and July. Refer to [Attachment B](#) for the agenda items discussed in the meeting.

### ***Housing***

On July 21, 2023, ECONorthwest finalized the following two memos WSCCOG Subregional Affordable Housing Funding Program under the Regional Early Action Planning (REAP) grant:

1. Pro Forma and Housing Financing Mechanism Analyses (refer to [Attachment C](#))
2. WSCCOG Regional Housing Trust Strategy Considerations (refer to [Attachment D](#))

WSCCOG also referenced the memos to draft the proposed scope of work for the REAP 2.0 grant, which will explore the establishment of a regional housing trust, as well as provide technical assistance to support the WSCCOG member jurisdictions in implementing the housing elements. WSCCOG staff submitted the REAP 2.0 application to SCAG on June 30, and will work with the agency to draft and execute an MOU to begin procuring a consultant to conduct the scope of work.

## WSCCOG Transportation Working Group

### Agenda for Tuesday, June 27, 2023

1. WSCCOG Updates
  - a. Procedural Update
    - i. Please send requests for WSCCOG Board Meeting agenda items via email to Winnie and Riley at least 3 weeks in advance of the Board Meeting
  - b. MSP Annual Update
  - c. SEP Equitable Acceleration Request
    - i. Metro approved South Bay COG's Request to Reallocate Accelerated SEP Funds
  - d. Automated Vehicle Implementation
  - e. Future TWG Agenda Items
2. Funding Opportunities
  - a. Metro
    - i. 2028 Mobility Concept Plan Update
    - ii. Open Streets Grant Program Cycle 5 Applications Open
  - b. Caltrans Reconnecting Communities: Highways to Boulevards (RC:H2B) Call for Communities Now Open
  - c. SCAG Grant Opportunities Overview
3. Recurring Items
  - a. Westside/Central Service Council Meeting Recap
  - b. Sepulveda Transit Corridor
    - i. Planning and Environmental Linkages Questionnaire
  - c. Crenshaw Northern Extension

### Agenda for Tuesday, July 25, 2023

1. WSCCOG Updates
  - a. WSCCOG Staff Schedule Update - Reduced Work Week
  - b. Procedural Update Reminder
    - i. Please send requests for WSCCOG Board Meeting agenda items via email to Winnie and Riley at least 3 weeks in advance of the Board Meeting
  - c. Automated Vehicle Implementation
  - d. SEP Equitable Acceleration Request
    - i. Submitted to Metro on June 27<sup>th</sup>
  - e. Metro Streets and Freeways Subcommittee Alternate Needed
  - f. Mobility Study Update and MSP/SEP Programming Process
  - g. Boundary Map Update
  - h. Sustainability Working Group?
  - i. Future TWG Agenda Items
2. Funding Opportunities
  - a. Metro

- i. Due August 8 - Open Streets Grant Program Cycle 5 Applications Open - [Link]
  - b. Caltrans
  - c. Due September 20 - Reconnecting Communities: Highways to Boulevards (RC:H2B) Call for Communities
    - i. First application webinar on Wednesday, July 26
    - ii. Due July 28 - I-405 Pavement Rehab Project Outreach Survey - [Draft Responses]
    - iii. LA County Public Works will comment separately on the project
  - d. SCAG Grant Opportunities Overview
- 3. Recurring Items
  - a. Westside/Central Service Council Meeting Recap
  - b. Sepulveda Transit Corridor
    - i. February 2022 comment resubmitted to Metro on June 30 as part of Planning and Environmental Linkages (PEL) process
      - 1. "The Westside Cities COG supports a Sepulveda Transit Corridor Project alignment with a station at the UCLA campus and that facilitates a seamless connection to the Metro D Line (Purple)."
  - c. Countywide Status Report
  - d. Crenshaw Northern Extension
    - i. Community meetings expected later this summer
    - ii. Countywide Status Report

## WSCCOG Homelessness Working Group

### **Agenda for Wednesday, June 28, 2023**

1. Winter Shelter Program (WSP)
  - a. Presentation on past and upcoming WSP - Onnie Williams
2. LAHSA Homeless Count
  - a. Briefing w/ Independent Cities
3. Right to Counsel
  - a. Recap on WSCCOG discussion w/ LAFLA, Bet Tzedek, Liberty Hill, and SAJE
4. County HI Funding
  - a. Local Solutions Funds
    - i. Draft Statement of Work
  - b. Regional Behavioral Health Center
  - c. Innovation Funds

### **Agenda for Wednesday, July 26, 2023**

1. County of LA Right to Counsel ordinance motion
  - a. Full motion: <https://file.lacounty.gov/SDSInter/bos/supdocs/182295.pdf>
2. WSCCOG Regional Behavioral Health Facility
  - a. Measure H fund for the WSCCOG study
  - b. What are must haves to include in the RFP
  - c. Potential consultants
3. Administrative Reminder
  - a. Innovation Funds invoices
4. Other items

DATE: July 21, 2023  
 TO: Winnie Fong, Estolano Advisors and David Kyobe, SCAG  
 FROM: Erik Bagwell, Amanda Ufheil-Somers, and Emmanuel Lopez  
 SUBJECT: Pro Forma and Housing Financing Mechanism Analyses

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## Introduction

In California, feasible affordable housing development requires the layering of different funding and financing commitments from various levels of government. Sources range from predictable, formulaic sources like federal Low Income Housing Tax Credits (LIHTCs) to discretionary soft debt provided by the state and local governments. As part of ECONorthwest’s evaluation of a subregional affordable housing funding program, it is important to assess the affordable housing development economics of each jurisdiction to identify the optimal strategies for the Westside Cities Council of Governments (WSCCOG) to employ to increase the rate of affordable housing production in the subregion. This technical memorandum summarizes the approach and findings of our pro forma analysis (Task 2) to demonstrate development and financing scenarios and identify potential funding sources across the WSCCOG jurisdictions that could be combined to capitalize a regional affordable housing trust fund (Task 3).

## Pro Forma Analysis

### Sites

The following sites were used in the pro forma analysis and selected from each jurisdiction’s housing element. ECONorthwest attempted to identify publicly owned sites in each jurisdiction that were large enough to fit a multifamily affordable housing development and did not consist of an already high value use on site such as a high-density office building.<sup>1</sup>

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<sup>1</sup> High value sites are ones which generate a great deal of tax revenue are associated with high public value. This can mean retail properties that bring in foot traffic or...



## Exhibit 1. Sites Included in Pro Forma Analysis

Source: ECONorthwest

<p>Beverly Hills: 140 S Doheny Drive</p>	<p>Culver City: 10555 Virginia Avenue</p>
	
<ul style="list-style-type: none"> <li>▪ Current use: parking garage</li> <li>▪ Ownership: private</li> <li>▪ Size: 0.5 acres</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current use: class C office and surface parking lot (used as safe camping site)</li> <li>▪ Ownership: Culver City</li> <li>▪ Size: 2.47 acres</li> </ul>
<p>Santa Monica: 1301 4<sup>th</sup> Steet</p>	<p>West Hollywood: 1047-1057 N Crescent Heights Boulevard</p>
	
<ul style="list-style-type: none"> <li>▪ Current use: retail and surface parking lot</li> <li>▪ Ownership: City of Santa Monica</li> <li>▪ Size: 0.74 acres</li> </ul>	<ul style="list-style-type: none"> <li>▪ Current use: undeveloped land and detached duplex</li> <li>▪ Ownership: City of West Hollywood</li> <li>▪ Size: 1.08 acres</li> </ul>

## Zoning

ECONorthwest evaluated the zoning and development standards for each site to determine possible prototypes for multifamily construction. Key standards for each city are summarized in Exhibit 2. The selected sites were all in mixed-use zones that generally allowed for medium- or high-density residential uses, measured in dwelling units per acre (DUA). West Hollywood’s code includes a density bonus for fully affordable housing projects that doubled what was otherwise the lowest maximum density among the sites considered. However, for each site except Santa Monica’s downtown zone, other requirements limited the extent to which the maximum allowed residential density could be achieved. Some of the most challenging code requirements included:

- **Minimum parking:** In Beverly Hills, the minimum per-unit parking requirements made any building with more than 15 bedrooms technically impossible to fit on the small site. Culver City’s relatively high minimum parking requirements could be accommodated only due to the large land area and unusual dimensions of the evaluated site, which allowed a high ratio of surface parking. Parking minimum requirements can be seen in Exhibit 2.
- **Maximum height:** Across each city, the height limits as measured in feet assumed floor heights of approximately 12 feet, which is on the lower end of current multifamily construction trends. These limits translated into prototypes that were at least one story less than the standards described in code.
- **Required commercial uses:** In West Hollywood, part of the site is in a commercial zone that requires ground floor commercial uses. Combined with the height limits in the base code, this requirement limited the residential to uses to 65 percent of the maximum allowed density. In Beverly Hills, the mixed-use zone has a 40-foot setback requirement for residential uses on the ground floor. This provision effectively requires commercial uses for the street-facing half of the ground floor. In addition to limiting the yield of new residential units, these requirements can complicate project feasibility because commercial space is not an eligible use for affordable housing funding sources.

**Exhibit 2. Summary of Zoning Codes**

Source: ECONorthwest using data from the Cities of Beverly Hills, Culver City, Santa Monica, and West Hollywood

	Beverly Hills	Culver City	Santa Monica	West Hollywood
<b>Site and Density</b>				
Zone	C-3/MU	MU2	BC	MC1/R3A-PK
Density (FAR or DUA)	79.2 DUA	50 DUA	4:1 FAR	36 DUA
Local Density Bonus*	-	-	-	100%
Maximum Height	45 ft	56 ft	84 ft	35 ft
Commercial Required?	Yes	No	Yes	Yes
Minimum Open Space	225 SF	-	50% of lot size, with 25% at ground floor	2,000 SF
Private Outdoor Space Required?	200 SF per unit	-	-	120 SF per unit
<b>Residential Units</b>				
Mix Mandates	studio ≤ 15%	studio ≤ 25%	-	-

Minimum Sizes	studio ≥ 500 SF 1 BR ≥ 500 SF 2 BR ≥ 800 SF	studio ≥ 500 SF 1 BR ≥ 700 SF 2 BR ≥ 900 SF	-	-
Parking				
Parking Minimum per Unit	studio: 1 1 BR: 2 2 BR: 2.5 Guest: 0.25	studio: 1 1 BR: 1 2 BR: 2 Guest: 0.25	studio: 0.25 1 BR: 0.25 2 BR: 0.5 Guest: 0.033	-

\* Applied to projects in which 100% of units are affordable to very-low, low, or moderate-income households.

### Conceptual Designs

Our analysis evaluated two multifamily construction prototypes (i.e., hypothetical housing developments) per site. One prototype considered the current allowable zoning and the other applied the State of California density bonus law.<sup>2</sup> Due to the constraints of the base zoning in Beverly Hills—for which no medium-density multifamily building was physically possible—we evaluated two variations applying the state density bonus. In Santa Monica, the city’s own density and height bonus for large sites shaped the prototype of the bonus scenario; that site would be eligible for an additional three stories under the state density bonus. Exhibit 3 shows the conceptual massing for each site and scenario.

For each prototype we evaluated the financial performance of the development based on different average Area Median Income (AMI) rents and financing gaps. Each prototype assumed the typical parking arrangement of their development type (e.g., wood frame apartments were surface parked while podium and type-I tower apartments assumed one level of ground floor or underground parking). Parking ratios were based on zoning code requirements or comparable affordable developments in the subregion.

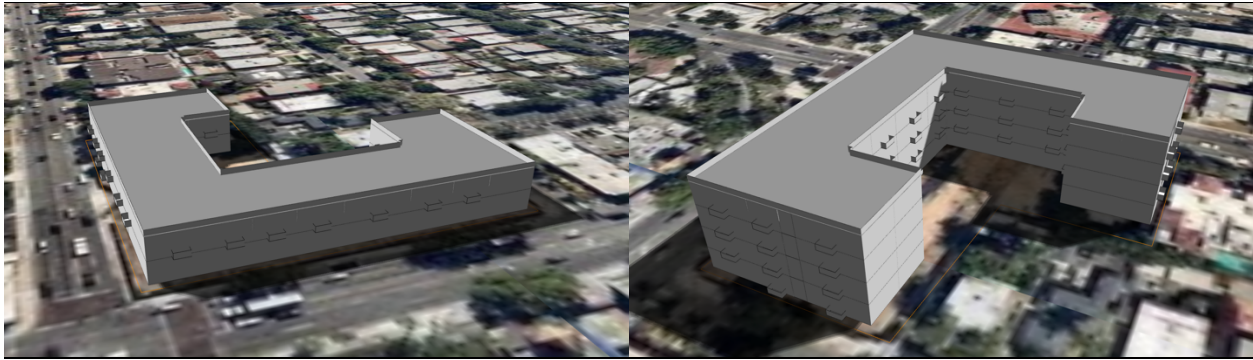
<sup>2</sup> California’s Density Bonus Law allows fully-affordable housing developments a bonus of up to 80 percent of the local zone’s maximum density as measured in dwelling units per acre, or a 20 percent bonus as measured in floor area ratio (FAR). The passage of AB 2345 in 2021 amended the state density bonus law to reduce on-site parking requirements, with extra reductions for projects located within a half-mile of a frequent-service transit stop.



### Exhibit 3. Conceptual Prototypes by Site

Source: ECONorthwest





\* Beverly Hills' base zoning for this site makes a medium-density multifamily building infeasible, so we modeled two options under the State Density Bonus law.

\*\* In Santa Monica, the local density bonus available in this downtown zone allowed for modeling a second prototype similar to other cities. Under the State Density Bonus law, the site could add three additional stories.

## Development Scenarios

Each site presents different development possibilities. The scenarios created and evaluated as part of this analysis were informed by three factors:

1. Desire to increase LIHTC affordable housing production in the subregion
2. Scale and density necessary to be competitive for LIHTC and other funding sources
3. Identification of project specific and subregional strategies to advance feasible affordable housing development

**Within the conceptual prototype massing, we modeled residential and other uses based on the requirements of each jurisdiction's zoning codes, as shown in Exhibit 2.**

Exhibit 4 summarizes the details of these scenarios by unit count, size, density, and total square footage.

#### Exhibit 4. Summary of Uses by Conceptual Prototype

Source: ECONorthwest

Beverly Hills: 140 S Doheny Drive		Culver City: 10555 Virginia Avenue		Santa Monica: 1301 4th Street		West Hollywood: 1047 – 57 N Crescent Heights Boulevard	
Density Bonus A	Density Bonus B	Base Zoning	Density Bonus	Base Zoning	Density Bonus	Base Zoning	Density Bonus
Unit Count Estimate							
29	31	66	148	119	147	50	119
Average Unit Size (SF)							
605	605	860	845	599	635	755	789
Dwelling Units per Acre							
57.5	61.5	27.8	62.4	160.8	198.6	46.3	110.2
Residential Area (SF)							
23,130	25,230	74,460	161,030	90,880	119,020	46,560	113,720
Lobby/Amenity Area (SF)							
1,670	1,670	4,000	6,000	3,650	3,610	3,020	3,020
Commercial Area (SF)							
3,700	3,700	0	0	8,760	11,650	7,980	7,980
Parking Area (SF)							
4,800	2,700	37,500	19,800	9,000	19,800	4,800	10,200
Parking Stalls							
16	9	125	66	30	66	16	34
Parking Ratio*							
0.55	0.29	1.89	0.45	0.25	0.45	0.32	0.29

\* Parking ratios were modeled on a target ratio of 0.3, since LIHTC projects in the region generally offer some parking. The higher ratio in the base scenario in Culver City takes advantage of the unbuildable acreage of the large parcel, given the residential density limitations of the zone.

#### Assumptions

To build the pro forma model, ECONorthwest collected cost data from California Tax Credit Allocation Committee (CTCAC) applications for LIHTC projects in Los Angeles County within the last four years, with a focus on applications from the WSCCOG region. These comparable projects included medium and large developments, both wood frame and podium construction. We used the cost data in these projects to estimate per square foot construction costs (i.e., “hard costs”) for different construction types and to benchmark total development costs on a per unit basis. Our model includes estimates for soft costs, contingency, operating reserves, and demolition for the sites that are not vacant.

We also modeled assumptions related to tax credit financing to conduct sensitivity testing on the feasibility of prototypes with different funding awards. Our analysis considered tax credit yield for the 9 and 4 percent LIHTC programs, as well as the California’s 4 percent tax credit program. For 9 percent scenarios, we included the 30 percent basis boost for each site’s location in a HUD-designated Difficult Development Area (discussed below). We assumed a market rate yield of 95 cents for every dollar in federal tax credits, and 75 cents per dollar for the state’s 4 percent program. See



Appendix A for a comprehensive summary of the pro forma assumptions.

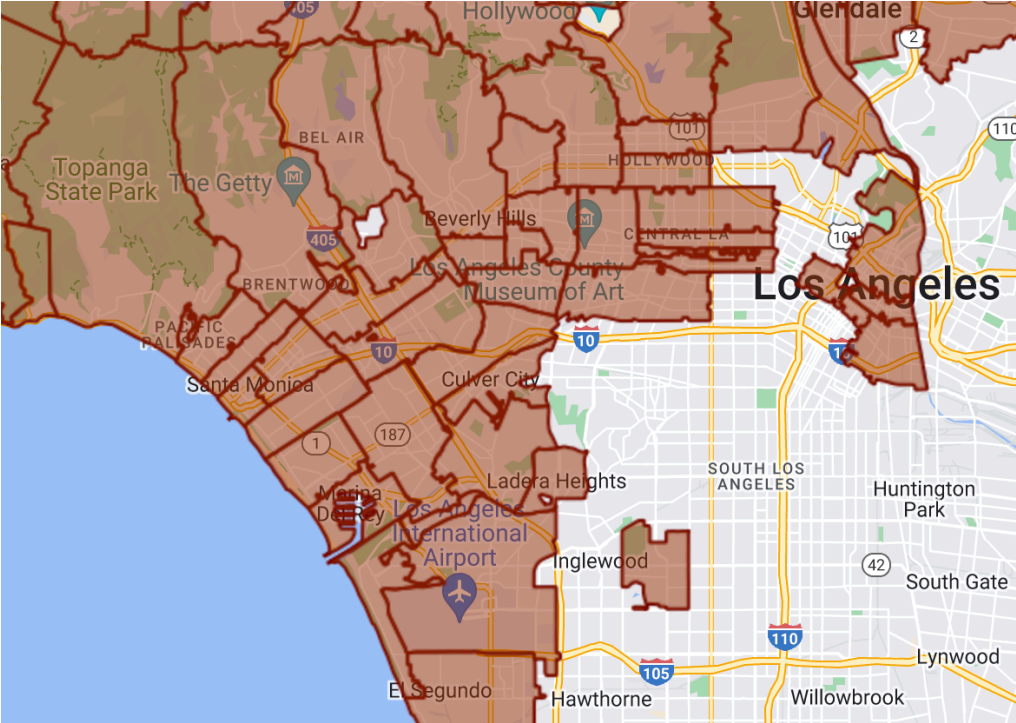
## Opportunities and Constraints

The WSCCOG region is in a designated Difficult Development Area (DDA).

The U.S. Department of Housing and Urban Development (HUD) designates Difficult Development Areas (DDA) across the U.S. by Zip Code Tabulation Areas (ZCTA). DDAs are geographic areas with high land, construction, and utility costs relative to the area median income and are based on Fair Market Rents, income limits, the 2010 census counts, and 5-year American Community Survey (ACS) data. Exhibit 5 illustrates the DDAs across west Los Angeles by ZCTA.

### Exhibit 5. West Los Angeles Designated Difficult Development Areas

Source: U.S. Department of Housing and Urban Development



For affordable housing, new construction or preservation projects located within DDAs are eligible for a 30 percent increase in LIHTC basis. This generates more tax credit equity to a project. A higher tax credit equity award helps to make affordable housing projects more financially feasible.

### Control of land can help achieve important policy outcomes.

Depending on local policy priorities, a jurisdiction may wish to donate, ground lease or sell publicly owned land for rent-restricted affordable housing development. In some instances, maintaining control of the land may be considered an important tool to maintain long-term affordability on a site. In others, selling the land might be important to fund other public policy



priorities. For this analysis, we assume that the land is either donated or ground leased for \$1.00 per year to evaluate the pure financing gap of each conceptual prototype.

### Affordable housing is unable to fully realize higher density development bonuses.

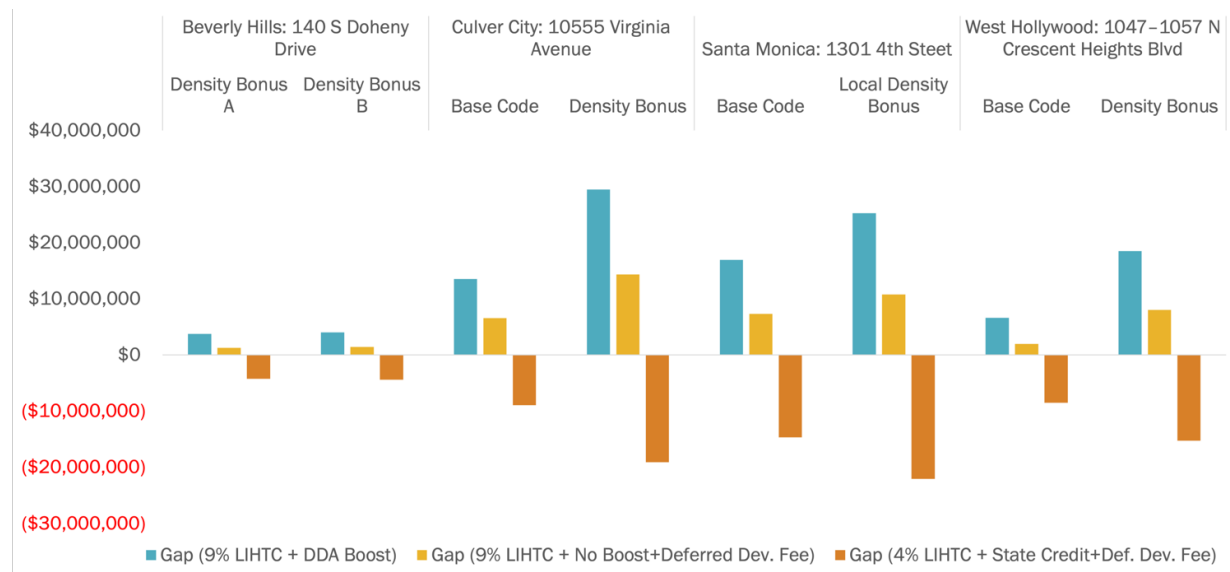
Some WSCCOG jurisdictions, particularly with the addition of the state density bonus, allow for the potential to develop multifamily housing above 85 feet or higher than seven stories. However, most affordable housing development is limited to a maximum height of 85 feet. Developments above seven stories trigger a more expensive type-I steel and concrete construction type. Since affordable housing relies on public funding sources, higher construction costs reduce the financial feasibility of the project.

## Key Findings

The results of the pro forma analysis show that the conceptual prototypes for each site are feasible if they win 9 percent LIHTC awards and obtain the DDA 30% increase in basis. Exhibit 6 summarizes the surplus or gap of available financing to cover total project costs based on the type of subsidy, with some sensitivity testing for the DDA basis boost and deferring the developer fee. In this analysis, surplus financing—represented by values above zero—does not indicate a realizable surplus, but rather that the project could assemble debt and LIHTC awards that would cover the full cost of development. Gaps—represented by values below zero—are the needed additional sources of funding after debt and tax credit equity that could be filled by local jurisdictions or a regional housing trust fund. The gaps for the conceptual prototypes range from approximately \$4.3 million for the small Beverly Hills project, to \$19–22 million for the large density bonus projects in Culver City and Santa Monica.

**Exhibit 6. Total Project Financing Surplus/Gap by Subsidy Source**

Source: ECONorthwest



## Zoning across the four smaller WSCCOG jurisdictions creates uneven feasibility for affordable housing.

Height limitations, minimum parking mandates and ground-floor commercial requirements reduce the number of units possible. Many infill sites in Beverly Hills, for example, would only be feasible for projects applying for state density bonus allowances. These provisions, as well as the relatively different rules—such as varying unit size minimums—across a small region make designing a feasible project highly site and jurisdiction specific and requires deep expertise in these details among local affordable housing developers. A regional approach to affordable housing production might consider creating more consistency across some details of the residential zoning code particularly for affordable housing projects.

## Project feasibility generally requires winning competitive 9 percent LIHTC awards.

Projects that take advantage of the state density bonus allowances have the capacity to raise enough tax credit equity but result in larger feasibility gaps if relying on 4 percent LIHTC and state tax credit awards. Larger projects may be more competitive for limited 9 percent awards but would likely stall if they do not win those larger tax credit allocations.

## Land costs present a significant feasibility challenge.

The feasibility results for 9 percent LIHTC projects with a DDA basis boost in the prototype scenarios do not include land costs, since most of the parcels are city owned. With high land costs in the subregion and the exclusion of land from the eligible basis for tax credit equity calculations, local gap funding often goes to fund land acquisition for affordable housing projects. A regional housing trust fund could help support a land acquisition strategy for the WSCCOG cities to help affordable housing providers to compete for priority parcels. The WSCCOG and a prospective regional housing trust should also work with other partners such as L.A. Metro who own properties in the subregion to identify joint development opportunities.

## An affordable housing overlay zone could support additional production.

Inconsistent zoning standards across the various WSCCOG jurisdictions can complicate a regional approach to accelerating affordable housing production, especially if the goal is to have an equitable distribution of development. A second concern for affordable housing is the high cost of land—costs that can increase when high-density market rate multifamily or commercial uses are allowed as of right—and affordable housing providers must compete for parcels with market-rate developers. One approach to supporting affordable housing production is an affordable housing overlay zone in commercial areas not currently zoned for residential as a by-right use. The overlay would only allow affordable residential development up to typical densities of four or five stories and give priority access to jurisdictions and developers of affordable housing to acquire land at more affordable rates. This would reduce the land acquisition costs and subsequently the gap financing required to make affordable housing development feasible.

The WSCCOG jurisdictions appear to be moving in this direction. Culver City is anticipating adopting an affordable housing overlay zone in 2024. Santa Monica created a moderate-income

housing overlay to incentivize production of moderate-income housing. Moving forward it is important that Cities are allowing enough zoning capacity to support affordable housing development and identifying partners and opportunity sites to increase production. This is the best way to ensure an equitable share of development across the WSCCOG jurisdictions.

### Tax Increment Financing could help to close financing gaps

If the WSCCOG jurisdictions all zone by-right for higher density housing along transit and major commercial corridors, jurisdictions could then form new Tax Increment Financing (TIF) zones or Enhanced Infrastructure Financing Districts (EIFD). These work by freezing the property tax revenues that flow from a designated area to the city, county, and other taxing entities at the “base level” in the current year. Additional tax revenue in future years (the “increment”) is diverted into a separate pool of money, which can then be used to either lend to affordable housing projects directly or to pay back bonds issued against the projected TIF revenue.

For a prospective regional housing trust, if TIF districts or EIFDs were established across WSCCOG jurisdictions, new revenues could be pooled and either dedicated to the trust or jurisdictions could retain the proceeds and commit them to future projects as gap financing. The revenues could also support a revenue bond that would help capitalize a trust fund. This approach might require substantial coordination as EIFDs for example are governed by a Public Financing Authorities (PFAs) made up of 5 members of at least 3 elected officials and 2 local community members who live or work in the district area and would likely be separate from the COG and a regional housing trust. Nevertheless, WSCCOG jurisdictions should explore this as another tool to support affordable housing production in their cities.

## Housing Financing Mechanism Analysis

As the results of the pro forma analysis show, the prototype developments are feasible with 9 percent LIHTC funding, but would have large financing gaps if the projects do not win the highly competitive awards for 9 percent tax credits. A regional affordable housing fund could fill gaps on projects with less equity that are otherwise ready for near-term development.

There are several mechanisms for capitalizing a regional affordable housing fund, including state or county matching funds, project-level funding sources, and local revenues. Because of the way these sources interact with one another, each is an essential component for building the capacity of a regional fund to accelerate affordable housing production in the Westside subregion. This section describes the most promising sources for WSCCOG in each of these funding categories, based on eligibility, program criteria, and funding capacity.

### Matching Funds and Grants

The largest and most flexible funding comes from matching and competitive grants, either from state or county programs. While these sources have spending requirements—linked to the populations served, or the types of activities—they are not linked to specific development projects.

## Permanent Local Housing Allocation (PLHA)

The State of California has a dedicated pool of affordable housing funds distributed to cities and counties through formulaic allocations and competitive awards. The Permanent Local Housing Allocation (PLHA) is funded through document recording fees on real estate transactions. Local governments that are entitled to receive annual funds from the U.S. Department of Housing and Urban Development (HUD)—entitlement entities—are eligible to receive formula-based allocations from PLHA upon submission of an application during the budget cycle, if they have a compliant Housing Element and progress report.

Of the WSCCOG cities, Santa Monica, the City of Los Angeles, and the County of Los Angeles are the only entitlement jurisdictions that can receive formula allocations by applying. A regional housing fund can also submit applications for formula awards on behalf of entitlement jurisdictions and take on the reporting requirements. The other WSCCOG cities must apply for competitive awards, which are limited in use to funding housing developments affordable at 60 percent AMI or lower, or for rental assistance and rapid rehousing. Exhibit 7 and Exhibit 8 show the annual allocations and potential awards available to the entitlement and non-entitlement jurisdictions within WSCCOG.

### Exhibit 7. Entitlement WSCCOG Cities PLHA Awards, 2021

Source: ECONorthwest summary of data from California HCD

City of Los Angeles	Los Angeles County	Santa Monica
\$44.8 million	18.9 million	\$936,510

### Exhibit 8. Non-entitlement WSCCOG Cities Competitive PLHA Grant Award Range

Source: ECONorthwest summary of data from California HCD

	Culver City	Beverly Hills	West Hollywood
Period	Annual	Annual	Annual
Minimum Award	\$500,000	\$500,000	\$500,000
Maximum Award	\$5 million	\$5 million	\$5 million

## Eligibility and Program Alignment

- This source is available to both entitlement and non-entitlement jurisdictions, creating an opportunity for each WSCCOG member to apply for funds and contribute them to a regional fund. Note that applicants must have an adopted and compliant Housing Element.
- A regional fund is eligible to apply for funds on behalf of its member jurisdictions.
- Funds can be used for predevelopment, acquisition, rehabilitation, new construction, and homeownership assistance. When funds are used for rental housing, the assistance must be in the form of a low interest deferred loan to the project sponsor. Note that competitive awards are limited to rental assistance and housing developments affordable at 60 percent AMI or lower.

## Local Housing Trust Fund Program (LHTF)

The California Department of Housing and Community Development (HCD) offers a competitive grant program to match local housing trust fund (LHTF) dollars. These grants can also be awarded to regional housing trust funds. This program was created by the Veterans Affordable Housing Bond in 2018, with \$300 million in total bond funds allocated to LHTF. Awards began in 2020 with an annual funding capacity of \$50–60 million. The program matches local dollars on a 1:1 basis, but local funds must be ongoing, from a dedicated local source, such as taxes, fees, loan repayments, or general funds. Exhibit 9 summarizes the minimum and maximum awards based on the applicant.

### Eligibility and Program Alignment

- In addition to a local or regional housing trust funds, other forms of public-private partnerships that are structured to receive public funds can apply.
- Housing trust fund dollars can be used as loans for acquisition, predevelopment expenses and development of affordable rental housing projects, transitional housing projects, emergency shelters and homeownership projects.
- At minimum, 30 percent of funds must support extremely low-income households, and a maximum of 20 percent can be allocated to households earning between 60 and 80 percent AMI.

## Los Angeles County Local Solutions Fund

In 2017, voters in Los Angeles County passed Measure H, a quarter-cent sales tax to fund services and programs to address and prevent homelessness. These funds support the County's Homeless Initiative programs with an annual budget of approximately \$609 million. Beginning in fiscal year 2023, the County is allocating an annual \$15 million under the Local Solutions Fund to support COGs and non-affiliated cities to increase the supply of permanent housing, provide supportive services to people transitioning out of homelessness, and prevent evictions. The Local Solutions Fund is a temporary program, with funding allocated through the fiscal year ending 2027.<sup>3</sup>

WSCCOG is eligible for \$1.49 million in fiscal year 2023, and is anticipated to receive a similar amount each subsequent year, through 2027, based on the subregion's point-in-time homeless count.

### Eligibility and Program Alignment

- The program is designed to provide formula allocations to the subregional COGs based on the annual Point-in-Time (PIT) counts of homeless residents, based on a two-year rolling average. Allocations will be insulated from dramatic reductions in the PIT average with a maximum funding reduction of 10 percent.

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<sup>3</sup> In our review of available funding, ECONorthwest has not prioritized state sources dedicated to Permanent Supportive Housing because of the additional requirements, regulations, and services required for such projects. We have included the Local Solutions Fund because it is a near-term guaranteed source for WSCCOG.

- Eligible jurisdictions must match the allocations with dollars or in-kind contributions.

### Exhibit 9. Summary of Matching Source Annual Award Ranges

Source: ECONorthwest summary of data from California HCD, Los Angeles County

Funding Source	Minimum	Maximum
Permanent Local Housing Allocation (PLHA)		
Entitlement Entities (formula)	N/A	\$936,500 (Santa Monica) \$18.9 million (LA County) \$44.8 million (Los Angeles)
Non-entitlement Entities (competitive)	\$500,000	\$5 million
Local Housing Trust Fund (LHTF)	\$750,000 (new Regional HTF) \$1 million (existing HTF)	\$5 million
LA County Local Solutions Fund	N/A	\$1.49 million (WSCCOG)

## Project-Level Sources

Unlike matching funds, project-level sources are linked to specific development projects. A regional housing fund could act as a co-applicant or development partner seeking project-level sources in order to acquire land, secure larger loan-to-value ratios, or provide technical assistance and coordination for a regional portfolio of projects.

### Golden State Acquisition Fund

Formed as a partnership between HCD and seven community development financial institution (CDFI) lenders, the Golden State Acquisition Fund is a \$93 million revolving loan fund. While the Fund has primarily funded preservation projects, it has also supported land acquisition for new development. The maximum award for any project is \$13.95 million. Loans are originated by the CDFI partners under market-standard terms. Because this is a revolving loan fund, applications are accepted on a rolling basis.

#### Eligibility and Program Alignment

- This could be a promising source to help WSCCOG jurisdictions acquire privately-owned parcels, especially those adjacent to public parcels that are too small for larger scale projects.
- Nonprofit applicants are eligible for loans up to 100 percent of the project value.
- Rental housing must be affordable to households earning 60 percent or less of AMI.

### Los Angeles County Housing Innovation Fund (LACHIF)

Los Angeles County has its own \$70 million revolving loan fund, the Housing Innovation Fund (LACHIF) that provides financing for acquisition and predevelopment of multifamily affordable rental housing. LACHIF is administered by the Los Angeles County Development Authority, with loans originated by three CDFI partners. The maximum award is \$15 million for acquisition and \$1.5 million for predevelopment costs. Because this is a revolving loan fund, applications are accepted on a rolling basis.



## Eligibility and Program Alignment

- This could be a promising source to help WSCCOG jurisdictions acquire privately-owned parcels, especially those adjacent to public parcels that are too small for larger scale projects.
- Nonprofit applicants are eligible for loans up to 100 percent of the project value.
- Rental housing must be affordable to households earning 60 percent or less of AMI.

## Affordable Housing and Sustainable Communities (AHSC) Program

The California Strategic Growth Council (SGC) is a cabinet-level committee in the Governor’s Office that coordinates state agency activities related to planning and development in line with the state’s climate goals. Affordable Housing and Sustainable Communities (AHSC) is a grant program of the SGC that is administered by HCD. This program is intended to fund land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas emissions by reducing vehicles miles traveled. Funds may be structured as grants or loans, with a minimum award of \$1 million and a maximum award of \$30 million.

## Eligibility and Program Alignment

- Individual jurisdictions, housing authorities, as well as joint powers authorities are eligible to apply; a regional housing fund would likely qualify for the program. SGC also offers application and capacity building technical assistance for all applicants.
- These funds can go toward new construction, preservation, and conversion from nonresidential use. The program’s goals related to compact and sustainable development align well with the infill sites in WSCCOG cities.
- Because AHSC is a greenhouse gas reduction program, grantees are responsible for monitoring and reporting their projects' emissions reductions using a methodology certified by the Air Resources Board. Grantees are also responsible for monitoring and reporting co-benefit indicators based on the health, environmental and economic goals they identified at the grant's outset.

### Exhibit 10. Summary of Project Source Award Ranges

Source: ECONorthwest summary of data from California HCD, LACDA

Funding Source	Minimum	Maximum
Golden State Acquisition Fund	N/A	\$13.95 million
LA County Housing Innovation Fund (LACHIF)	N/A	\$15 million ( <i>\$1.5 million for pre-development loans</i> )
Affordable Housing and Sustainable Communities (AHSC)	\$1 million	\$30 million / \$60 million total per developer per funding cycle (waived if needed to meet Affordable Housing or Disadvantaged Community set asides)

## Existing Local Funding Sources

Local revenues for affordable housing will be critical to launching and sustaining a regional housing trust fund, both to secure meaningful starting capital and to ensure the regional fund is eligible for state and other sources that require matching local funds. This section describes the existing affordable housing revenue sources in each of the smaller WSCCOG jurisdictions that could be allocated—partially or in full—to a regional housing trust fund.<sup>4</sup>

### Beverly Hills

- **Inclusionary Housing Fees-in-Lieu:** The City created an Affordable Housing Fund in 2017 with an initial allocation of \$1.5 million from the general fund.<sup>5</sup> This is the receiving fund for the fees-in-lieu required by the City’s 2019 Inclusionary Housing ordinance, which applies to buildings between 5 and 10 units. No deposits have yet been made into the fund since its creation. There is a budgeted withdrawal of \$500,000 planned for fiscal year 2023.
- **Developer Agreements:** The agreement with the developer of the condominium tower redevelopment at One Beverly Hills, approved by the City Council in June 2021, is expected to generate \$100,000,000 of payments to the City by 2030.<sup>6</sup> The agreement does not require funds to be deposited in the Affordable Housing Fund, but the Council discussed the agreement’s terms in the context of funding affordable housing in lieu of the project having on-site affordable units.
- **Total estimated annual local funds = \$10–\$15 million**

### Culver City

- **Housing Authority Special Revenue Fund:** This Fund holds investments and loans receivable to the Culver City Housing Authority, the successor agency to the dissolved redevelopment agency. The fund earns approximately \$400,000 in interest each year and has \$15.5 million in outstanding loans.
- **Commercial Linkage Fees:** The City adopted a commercial linkage fee in 2021 to fund affordable housing. Commercial developments with more than 10,000 square feet of gross leasable area are subject to a fee of \$5 per square foot. There are exemptions for public buildings or public-serving uses such as religious institutions, educational facilities, museums, and youth services. No deposits have yet been recorded in the City’s audited financial statements.
- **Redevelopment Property Tax Trust Funds:** The City is still receiving tax increment from properties within the former redevelopment agency’s project areas. In fiscal year 2022, the City collected \$6.6 million in tax increment in excess of its bond obligations.

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<sup>4</sup> This section draws on figures, unless otherwise noted, reported in each city’s Annual Comprehensive Financial Report for FY 2022 and the approved operating budgets for FY 2023.

<sup>5</sup> See Beverly Hills [Annual Comprehensive Financial Report for FY 2017](#).

<sup>6</sup> [https://beverlyhills.granicus.com/MetaViewer.php?view\\_id=49&clip\\_id=7921&meta\\_id=476956](https://beverlyhills.granicus.com/MetaViewer.php?view_id=49&clip_id=7921&meta_id=476956)



Though this source will wind down as the repayment obligations near completion, excess tax increment could be a source of affordable housing funding in the near-term.

- **General Fund Allocations:** In fiscal year 2023, the budget reflects a net transfer from the General Fund to the Housing Authority of approximately \$160,000. Housing Authority funds are primarily spent on rental assistance and operational expenses for homelessness services like Project Homekey.
- **Total estimated annual local funds = \$7 million**

## Santa Monica

- **Transfer Taxes:** In 2022, voters approved Measure GS to increase the City's transfer tax rate on properties that sell for more than \$8 million. The new rate of \$56.00 per \$1,000 is expected to raise \$50 million annually beginning in fiscal year 2023. Of these funds, \$40 million will be allocated to the City's Homelessness Prevention and Affordable Housing Fund. The measure is currently being challenged in court. Under the current transfer tax rate, the City is allocating approximately \$6.3 million to the affordable housing fund annually.
- **Commercial Linkage Fees:** The City applies fees for affordable housing on commercial developments, with rates between \$3.65 and \$13.34 per square foot, depending on use. In fiscal year 2022, the City collected approximately \$743,000 in affordable housing linkage fees.<sup>7</sup>
- **Redevelopment Property Tax Trust Funds:** The City is still receiving tax increment from properties within the former redevelopment agency's project areas. In fiscal year 2018 (the year with the most recent reported data), the City budgeted \$1.2 million in tax increment funds for affordable housing. Though this source will wind down as the repayment obligations near completion, excess tax increment could continue to be a source of affordable housing funding in the near-term.<sup>8</sup>
- **Inclusionary Housing Fees-in-Lieu:** The City's Inclusionary Housing ordinance allows small projects – up to three rental units, or up to four condominium units – to pay fees-in-lieu rather than build affordable units. Larger projects are required to build units on- or off-site. ECONorthwest was unable to locate recent revenue figures for this ordinance; it may not be a significant source of revenue for affordable housing.
- **Total estimated annual local funds = \$52 million (\$8 million without Measure GS)**

## West Hollywood

- **Inclusionary Housing Fees-in-Lieu:** The City's Inclusionary Housing ordinance allows projects with 2–10 units to pay fees-in-lieu rather than build affordable units. In fiscal

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<sup>7</sup> <https://finance.smgov.net/Media/Default/annual-reports/FYE2022/Development%20Impact%20Fees%20Report.pdf>

<sup>8</sup> [https://www.smgov.net/uploadedFiles/Departments/HED/Housing\\_and\\_Redevelopment/Affordable\\_Housing/Reports/Summary%20Rpt%20of%20Multifamily%20Housing%20Production%20and%20HTF%20Financing%20FY201819%20final%20042820.pdf](https://www.smgov.net/uploadedFiles/Departments/HED/Housing_and_Redevelopment/Affordable_Housing/Reports/Summary%20Rpt%20of%20Multifamily%20Housing%20Production%20and%20HTF%20Financing%20FY201819%20final%20042820.pdf)

year 2022, the City deposited \$3 million in fees-in-lieu to the City’s Housing Trust Fund. The ordinance requires a minimum annual allocation of \$1 million from the general fund if development activity does not generate that threshold amount.<sup>9</sup>

- **Total estimated annual local funds = \$1–\$3 million**

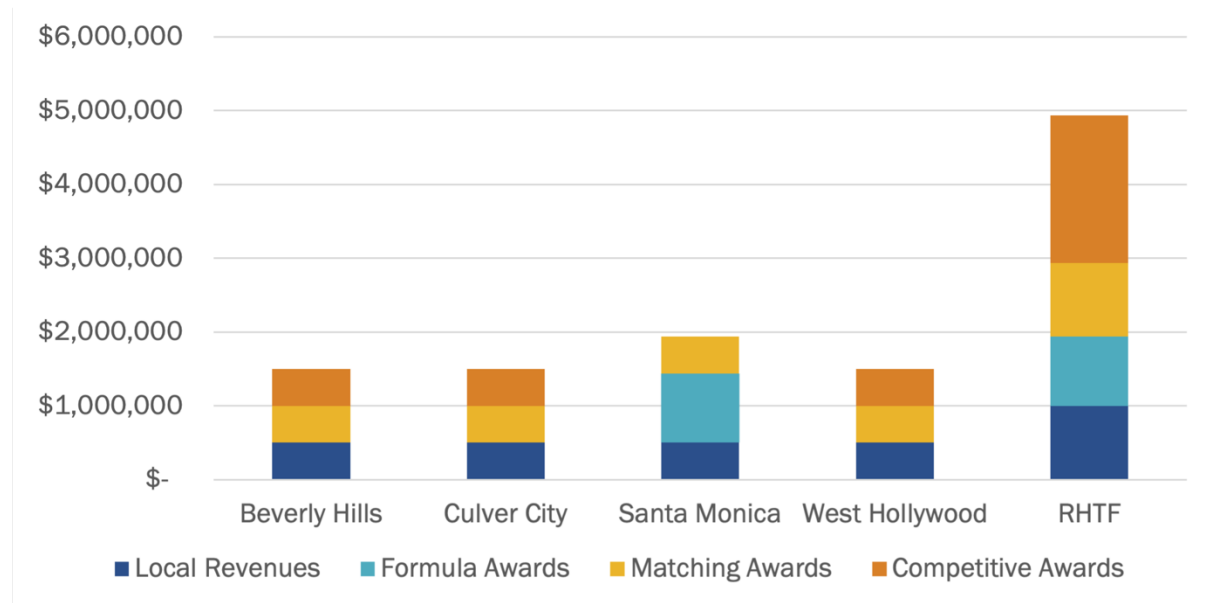
## Analysis

Compared to each of the WSCCOG jurisdictions in isolation, a regional housing trust fund would be in a more competitive position to secure matching funds to help fill feasibility gaps and/or support additional affordable housing development.

One key requirement for receiving competitive state matching funds is ongoing, dedicated local funding for affordable housing, matched on a 1:1 basis. To kickstart a new fund, the WSCCOG jurisdictions together would need to commit a minimum of \$750,000—the base award for a new regional housing trust fund. In subsequent years, the jurisdictions would need to commit a total of \$1–5 million in taxes, fees, loan repayments, or general funds. Exhibit 11 compares the minimum contributions and awards each jurisdiction could raise with its own housing trust fund to the total funding the WSCCOG cities could pool in a regional housing trust fund. The minimum annual contribution of local funds to individual housing trust funds in this scenario is \$500,000.

### Exhibit 11. Minimum Annual Capital Contributions to Local or Regional Housing Trust Funds

Source: ECONorthwest



Note: Local revenues include any source, from dedicated taxes/fees to general fund allocations. Formula awards are entitlement allocations from PLHA. Matching awards assume a successful application for a minimum match of \$500,000

<sup>9</sup> <https://www.weho.org/home/showpublisheddocument/55713/638106873219270000>

from LHTF for individual cities, and \$1 million for a RHTF. Competitive awards assume a successful application for a minimum award to non-entitlement jurisdictions from PLHA.

## Key Findings

### A regional trust fund could leverage funds more efficiently than individual city trust funds.

A regional fund would be eligible to apply for matching awards as an independent entity and is also able to apply for competitive awards on behalf of its member jurisdictions. An important benefit of a regional fund is centralizing the staff capacity required to apply for and manage grants and matching funds. The regional housing trust fund could be further capitalized by dedicating federal housing funds received through the Community Development Block Grant (CDBG), HOME, and other U.S. Housing and Urban Development (HUD) programs. As an entitlement entity, Santa Monica receives formula allocations of these funds each year directly from HUD. Beverly Hills, Culver City, and West Hollywood receive subgrants by agreement from Los Angeles County's formula allocation.

### Regional collaboration provides flexibility in raising the required local funds to leverage matching awards.

A regional fund offers a more flexible approach for raising local revenues to match state dollars compared to supporting individual jurisdiction housing trust funds. Local revenue commitments to qualify for matching regional housing trust fund awards could be spread across the jurisdictions by funding capacity. In the minimum contribution scenario shown in Exhibit 11, a regional fund would need to raise \$1 million per year to apply for matching funds, compared to a \$500,000 minimum for cities applying individually.

### A regional trust fund could provide technical assistance to steward more projects to completion.

In addition to supporting each jurisdiction with the capacity to manage funds and awards, a regional trust fund would increase regional capacity to support development partners with predevelopment, including applying for project-based state grants and low-cost loan programs. From our conversations with local affordable housing developers, some were not aware of the newer state and regional sources to support affordable housing development; small developers with limited capacity and working on tight deadlines often turn to the sources that are most familiar. Investing in the capacity to understand and link sources at a regional level could build a more effective pipeline for projects in the Westside and has the potential to bring more developers into the local affordable housing ecosystem.

### New regional trust funds are more likely to win state matching grants.

The Local Housing Trust Fund matching grant program has scoring criteria that encourage the creation of new regional trust funds. A statutory set-aside requires that 15 percent of funding each year be awarded to first-year trust funds, even if they fall below the minimum threshold for scoring. This provision could help launch a WSCCOG regional trust fund, but the fund

would need to meet minimum scoring criteria in subsequent years to qualify for additional awards.

### Competitive awards are key to adequate capitalization of a regional trust fund.

If the WSCCOG jurisdictions committed to seeking the minimum regional housing trust fund matching award each year, the fund could grow by \$1 million in dedicated local dollars annually, even if no competitive awards are secured. This amount of growth is unlikely to catalyze additional affordable housing development beyond the current rate of new projects. The maximum competitive award dollars a regional fund could seek in the current funding environment is \$26.5 million per year.



DATE: July 21, 2023  
TO: Winnie Fong, Estolano Advisors  
FROM: Erik Bagwell, Emmanuel Lopez, Amanda Ufheil-Somers, ECONorthwest  
SUBJECT: WSCCOG Regional Housing Trust Strategy Considerations

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## Introduction

On April 20<sup>th</sup>, 2023, the Westside Cities Council of Governments (WSCCOG) Board of Directors unanimously approved the continuation of the study to implement a Regional Housing Trust Fund (RHTF). The Phase 2 implementation work is anticipated to be funded through the second round of the state Regional Early Action Planning (REAP 2.0) grant and is estimated to begin in the Summer of 2023.

The Phase 1 study explored the feasibility of implementing a RHTF. We evaluated the affordable housing context to identify the challenges to increase production in the subregion. We compiled a comprehensive dataset of federal, state, and local funding sources that a prospective RHTF could leverage. And we assessed the existing affordable housing funding commitments of each WSCCOG jurisdiction and their ability to provide gap financing to affordable housing projects.

The intention of this technical memo is to highlight the recommendations from our Phase 1 RHTF feasibility analysis and to provide strategic considerations as the WSCCOG moves to implement the RHTF.

## Summary of Recommendations

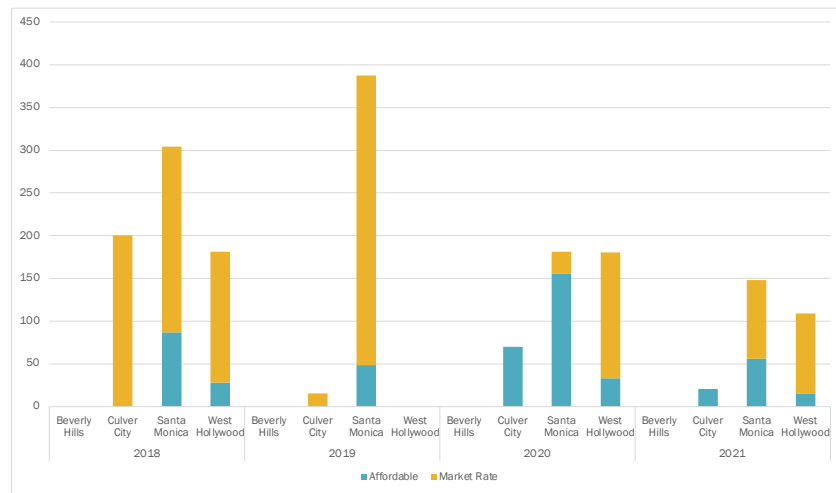
According to permit data collected from the cities of Beverly Hills, Culver City, Santa Monica and West Hollywood, the subregion permitted on average 26 units of affordable housing each year between 2018 and 2021.

The subregion has permitted on average 26 units of affordable housing each year between 2018 and 2021.

Most of market rate and affordable development has occurred in Santa Monica and West Hollywood.

**Exhibit 1. WSCCOG Affordable and Market Rate Building Permits 2018-2021**

Source: Housing Element Annual Progress Reports



The sixth cycle housing element indicates that subregion needs to produce 9,621 units of affordable housing by 2031.<sup>1</sup> This is equal to the subregion doubling its current rate of affordable housing production each year until 2031. To meet this target the WSCCOG must consider ways to provide gap financing to projects to improve financial feasibility and attract investment to the subregion. The following are our recommendations from this Phase 1 study.

**Recommendation #1 - Establish a RHTF to leverage external funding sources and provide technical assistance.**

Establishing a RHTF provides a few important tools to increase production. First, existing RHTFs as part of the implementation process through the state legislature were able to obtain state and federal earmarks to capitalize the trust funds. While such earmarks are subject to state economic and fiscal conditions, implementing a RHTF creates the opportunity to for the subregion to request a one-time contribution to kick start the fund.

Second, a RHTF leverages existing funding programs more efficiently. RHTFs are eligible to apply for matching awards as an independent entity and are also able to apply for competitive awards on behalf of member jurisdictions. RHTFs increase efficiency by centralizing the staff capacity required to apply for and manage grants and other matching funding programs.

Third, a centralized location providing technical assistance to projects working with member cities and affordable housing providers will help to shepherd projects from pre-development to certificate of occupancy more quickly. Affordable housing is a complex and process-heavy endeavor. A subregional entity with professional staff that can provide technical assistance for projects by supporting grant applications, financing sources, layer on RHTF proceeds, or issue

<sup>1</sup> The subregion includes just the cities of Beverly Hills, Culver City, Santa Monica, and West Hollywood.

NOFA's for publicly owned land, will help to increase production and attract more developers into the local affordable housing ecosystem.

### **Recommendation #2 - Work with WSCCOG jurisdictions to secure both one-time and ongoing funding commitments.**

To set up a RHTF, the participating jurisdictions must commit resources to leverage matching funds and to support ongoing operations. Member jurisdictions need to dedicate one-time funding commitments and/or dedicate ongoing annual funding. These could come from State or Federal grants or even local contributions. WSCCOG jurisdictions all have local revenue sources that they currently contribute to affordable housing. These include linkage fees, sales and use taxes, inclusionary fees-in-lieu, and general fund dollars. Some portion of these existing revenues could be reallocated to a RHTF. Any funding commitments from jurisdictions should be negotiated as part of the process to establish and capitalize the RHTF, and ongoing funding commitments should attempt to maximize matching grant awards, which usually requires dedicated local sources.

### **Recommendation #3 - Adopt a subregional affordable housing zoning code that WSCCOG jurisdictions can implement.**

A RHTF will not succeed if there are not enough sites available to increase production. Zoning standards and height restrictions across WSCCOG jurisdictions restricts the supply of developable land. Variations in zoning complexity, allowable densities and other requirements complicates a subregional approach to accelerating affordable housing production, especially if the goal is to have an equitable distribution of development across participating jurisdictions. A RHTF will quickly deplete its funding if it must constantly cover the high cost of land—costs that can increase when high-density market rate multifamily or commercial uses are allowed as of right—and affordable housing providers must compete to acquire that land.

Creating an affordable housing zoning code in each WSCCOG jurisdiction that offers both a density bonus for affordable housing projects in low-rise residentially zoned areas and allows affordable housing in low-density commercial or light-industrial areas not currently zoned for residential as a by-right use could free up more land for affordable housing production. This would only allow affordable residential development up to typical densities of four or five stories and give priority access to jurisdictions and affordable housing providers to acquire land at more affordable rates. This could reduce the land acquisition costs and subsequently the gap financing needed from a RHTF to make affordable housing development feasible. Many of the WSCCOG jurisdictions are already taking steps to revise their code to allow for more density and taller buildings but more work is needed to ensure that there are enough sites to meet the subregions production targets.

### **Recommendation #4 - Determine fund design and management structure.**

There are different ways that a RHTF could be designed and managed. As part of the process to formalize the trust, WSCCOG and partner jurisdictions will need to determine and draft the following:



- Bylaws
- Board Structure
- Policies and procedures.
- Management entity
- Lending and project priorities

The next sections of this memo will detail some of the strategic considerations that the WSCCOG should consider as it begins to implement a RHTF.

## Strategic Considerations

### Formation and Governance

#### Joint Powers Authority

The Joint Exercise of Powers Act in California authorizes two or more public agencies, by agreement, to form a Joint Powers Authority (JPA). The formation of a new JPA enables the creation of a separate government entity established by member public agencies but is legally independent from them. In the case of a RHTF, a JPA is needed to form the trust to receive available public and private funds, authorize and issue bonds or other debt instruments, and facilitate and create lending and grant programs to increase the production of affordable housing.

#### Formation Legislation

Although legislation is not required to form an RHTF, many COGs have formed them through the legislative process to obtain state or federal earmarks. The San Gabriel Valley COG, Orange County, and Burbank/Glendale/Pasadena have all formed their RHTFs via legislation. To form the RHTF in this manner, the WSCCOG would need to work with its local state legislators to introduce language, via a spot bill or through an amendment to another proposed regional housing trust bill. The WSCCOG and participating jurisdictions would then submit a request for state funding through state representatives championing the legislation and, ideally, obtain seed money to capitalize the RHTF through the budget process. Between introduction of the legislation and the Governor's signature, the Legislative Committee and WSCCOG Legal Counsel would draft JPA documents, bylaws, and other administrative procedures needed to form the RHTF.

#### Membership

While a prospective RHTF may be implemented by the WSCCOG, there is no requirement that all participating WSCCOG jurisdictions participate in the RHTF. Jurisdictions that do not participate in the formation of the RHTF at the outset could join later but will forgo the opportunity to take part in the creation of initial policies such as determining the size and source of administrative fees to fund operations, project selection criteria, board structure, and management approach. Such policies as well as the bylaws may be amended by the RHTF board of directors in the future but jurisdictions that participate during the implementation



phase are more likely to influence the process and policies and set the strategic priorities of the trust.

## Regional Housing Needs Allocation (RHNA) Credit

An existing challenge to subregional approaches to affordable housing development is that currently the California Department of Housing and Community Development (HCD) only credits RHNA units to jurisdictions where a project is permitted and developed. This is partly because RHTFs are a newer innovation. However, as more COGs and subregions form RHTFs, HCD will likely need to reconsider its policy to credit RHNA units more holistically. In the meantime, the best way to ensure that the RHTF can support affordable housing development equitably across the WSCCOG jurisdictions and receive RHNA credit is to help affordable housing providers secure land and ensure that each city's zoning code allows for adequate development capacity to enable financially viable projects that can compete for competitive sources of funding.

## Priorities and Partnerships

As part of this Phase 1 study, we found that the equitable distribution of affordable housing development in the subregion is important to meet regional housing production goals. We also found that the price and competition for developable land for affordable housing in the subregion is a very limiting factor to increasing production.<sup>2</sup> We found that if land is free, most 9% Low Income Housing Tax Credit (LIHTC) projects require modest amounts of gap financing to be financially viable. However, including the cost to acquire land at market prices can create a financing gap of several million dollars to a given project in the subregion. Below are some considerations to address both the challenges of land and the equitable distribution of projects.

### Inventory Opportunity Sites

LIHTCs and other funding sources such as Affordable Housing and Sustainable Communities (AHSC) program in California are competitive. The Tax Credit Allocation Committee (TCAC) and HCD score applications based on a variety of criteria ranging from proximity to amenities such as grocery stores, libraries, schools and transit to green building elements and onsite services such as childcare and after-school programming. The WSCCOG should work with its partner jurisdictions to create an inventory of affordable housing opportunity sites owned by the jurisdictions, other public agencies, and private owners based on how well they score for a variety of affordable housing related funding sources. The jurisdictions should then consider rezoning those sites should local zoning code limit the redevelopment potential. The RHTF would then solicit available public sites for redevelopment and work with development partners to support land acquisitions of the identified privately owned opportunity sites. This inventory could also identify opportunities to assemble larger sites by combining public and private parcels.

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<sup>2</sup> See ECONorthwest's Pro Forma and Housing Financing Mechanism Analyses memo for details of the analysis and a summary of findings.

## Revolving Loan Fund

To support affordable housing developers in pre-development and provide financing for land or building acquisition, many jurisdictions have put into the place Revolving Loan Funds (RLFs). Typically, RLFs are designed to provide pre-development loans (i.e., early-stage loans that make it easier for affordable housing providers to overcome initial obstacles while they finalize a project and secure permanent financing). Loan proceeds are usually used for land acquisition, professional service expenses (design, engineering, and legal), construction loans, bridge loans, rehabilitation expenses, and mini permanent loans. Loans provided by a RLF would typically be structured as short-term, below-market loans to be repaid from construction or permanent financing. Once repaid, the loans and their accrued interest will revolve back into the RLF and can be lent to other prospective projects.

Including a RLF as part of the RHTF strategy, will help preserve capital, provide a flexible source of below-market rate financing to help compete for opportunity sites, and potentially attract other lending partners and affordable housing developers into the WSCCOG affordable housing ecosystem.

## Equity Considerations

Beyond supporting land acquisition, once implemented the RHTF will need to determine its funding priorities and criteria for funding awards. As part of this Phase I project, we heard the desire from the COG to achieve an equitable distribution of projects across the partner jurisdictions. While we recommend changes to zoning—as discussed in the Summary of Recommendations section under Recommendation #3—to support the equitable distribution of development opportunities, the RHTF should also consider equity as a criterion for its funding awards, considering members' housing needs and distribution of past funding awards. The RHTF should also consider affordability levels, populations served, and cost effectiveness when determining funding priorities. For example, the RHTF may choose to prioritize addressing chronic homelessness as a goal of the RHTF through the production of more units of Permanent Supportive Housing (PSH). Therefore, projects proposing deeper affordability and on-site or off-site services may be score higher for funding awards.

However, such priorities may come with tradeoffs. Projects prioritizing deeper affordability and addressing homelessness may also be less cost-effective. Lower income projects cannot leverage as much private financing since rents are lower and certain funding sources may trigger prevailing wage, which makes development more expensive. The RHTF and its board will need to carefully consider these tradeoffs across projects as it seeks to increase production while trying to yield as many affordable units as possible to meet RHNA targets.

## Funding Sources and Lending

### Capitalization

The initial capitalization of the RHTF is critical to determine the scale and velocity of affordable housing projects that it can finance annually. As discussed in the Formation and Governance

section under Formation Legislation, establishing the RHTF via a JPA and state legislation offers the opportunity to obtain a state or federal earmark for seed money to capitalize the RHTF. Receiving such an allocation will depend on the fiscal conditions of the state and federal governments and finding a local state representative to champion the bill and advocate for funding. If there are clear challenges to receiving a state or federal allocation, then the RHTF and the partner jurisdictions will need to rely on leveraging the state, regional, and local affordable housing funding programs to capitalize the fund.

### Leverage and Local Commitments

The primary benefit of a RHTF is the opportunity to pool funds to leverage matching awards from state and federal affordable housing funding programs. Annually, programs like the state Local Housing Trust Fund (LHTF), the Permanent Local Housing Allocation (PLHA), and the federal Home Investment Partnerships Program (HOME) provide matching grants to cities, counties, and housing trust funds to use to provide below-market financing to affordable housing projects. To capitalize the fund in the absence of a state or federal budget allocation, the RHTF and its partner jurisdictions will need to make both one-time and ongoing funding commitments. As part of the implementation process, the number of one-time commitments should be sized on the estimated number of units that the RHTF intends to finance each year.

The actual revenues for one-time commitments could come from a variety of sources such as dedicated federal housing funds received through the Community Development Block Grant (CDBG), HOME, and other U.S. Housing and Urban Development (HUD) programs. As an entitlement city, Santa Monica receives formula allocations of these funds each year directly from HUD. Beverly Hills, Culver City, and West Hollywood receive subgrants by agreement from Los Angeles County's formula allocation. Additionally, the RHTF will need to secure ongoing revenues dedicated to the RHTF from participating jurisdictions. These commitments should attempt to maximize the matching grant awards of LHTF, PLHA and other matching funding programs. Our research suggests that to maximize LHTF and PLHA awards equal to \$10 million, four participating jurisdictions would each need to contribute \$1.25 million annually. Achieving any local commitments to the RHTF from participating jurisdictions will need to be negotiated during the early phases of implementation.

### Underwriting Standards

Once a RHTF is capitalized it then needs to evaluate projects to support financially. Establishing underwriting standards will help to make lending transparent to developers while at the same time limiting any undue enrichment to projects. Setting these standards typically includes determining the type of loans it is willing to provide (i.e., construction, bridge, or permanent loans), the term (i.e., 5, 15 or 30 years), and the structure (i.e., interest only or amortizing). In general, prioritizing shorter payback periods will recapitalize the fund more quickly to then lend out to other projects. The RHTF will also want to set maximum loan amounts, its loan to value ratios, interest rates on its debt based on each project's ability to pay debt service, developer fee guidelines, a debt service coverage ratio minimum, maximum operating expenses, and reserve requirements for any projects that it lends to.

## Technical Assistance

An important benefit of a regional fund is the opportunity to provide technical assistance to both jurisdictions and affordable housing providers. While most city governments apply for state and federal grants, some jurisdictions within the WSCCOG may lack staff capacity or technical expertise to maximize state and federal funding sources or provide specific technical support to prospective projects in their jurisdictions. Such constraints limit production. Similarly, many affordable housing providers are small nonprofits who are mission driven who may have capacity challenges of their own. A RHTF can take over the duties of applying for and managing affordable housing grants and other revenues, which would free up staff capacity at partner jurisdictions to focus their efforts on other specific housing and land use matters. An RHTF can also support developers who have proposed projects in the RHTF's pipeline with applying for and layering project-specific funding sources that may be unfamiliar to affordable housing providers. The availability of this kind of technical assistance is critical to increasing production to meet each jurisdiction's affordable housing RHNA targets.

## RHTF Management and Operations

There are a couple common approaches in California to managing the day-to-day operations of a RHTF. Typically, RHTFs have either created a separate entity that contracts with the COG or with a third-party contractor that is often either a Community Development Financial Institution (CDFI) or other consulting firm with technical expertise and experience in managing fund operations. Choosing the optimal approach can depend on a few factors such as the primary activities of the trust fund and the level of involvement the COG wishes to have within the operations of the trust. For example, a RHTF that functions as a RLF focused on predevelopment will likely want additional capital partners involved such as the Corporation for Supportive Housing (CSH) or the Low-Income Investment Fund (LIIF), who often underwrite the loans for pre-development and acquisition loans for affordable housing projects. In this case, a third-party contractor with these kinds of relationships may be best suited for setting up the fund and managing operations.

For a RHTF that is offering more technical assistance across a variety of projects and providing different types of loans and support, having dedicated in-house staff contracted with the COG may be advantageous. Flexibility in project support and leveraging various funding sources is better suited for a RHTF that is seeking to increase production through addressing different project financing needs at different stages.



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Transportation Update

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### **Measure M Multi-Year Subregional Program Annual Update**

On June 8, 2023, the WSCCOG Board unanimously approved the proposed updated project list to the WSCCOG's Multi-Year Subregional Program (MSP). Fehr and Peers developed the update in collaboration with the WSCCOG Transportation Working Group. Following WSCCOG Board approval, Fehr and Peers gathered documentation from each jurisdiction and submitted the annual update to Metro, which is currently conducting the required 60-day review of the update request. WSCCOG staff expects the Metro Board to approve the annual update request in October.

### **Measure M Subregional Equity Program Updates**

Following the WSCCOG Board approval in June, WSCCOG staff submitted a letter to Metro CEO Stephanie Wiggins requesting that any accelerated Subregional Equity Program (SEP) funds be distributed equitably across subregions. In July's WSCCOG Transportation Working Group meeting, staff for Metro Board Member Lindsay Horvath confirmed that Metro leadership has reviewed the request and will prepare a response. Additionally, in a July report to the Metro Construction Committee, Metro staff confirmed that they will not request to use WSCCOG SEP funds to cover the Metro D Line (Purple) Extension project cost overruns.

### **Metro Open Streets Grant Program**

Metro is currently accepting applications for Cycle 5 of the Open Streets Grant Program, which provides funding for car-free street events such as CicLAvia. Following a three-week deadline extension, applications are due on August 29<sup>th</sup>. As open streets events advance WSCCOG Mobility Study goals such as active transportation and mode shift, WSCCOG staff has offered to support applications for proposed events within the subregion. West Hollywood, Culver City, and the City of Los Angeles have expressed interest in Cycle 5, and WSCCOG staff will work with jurisdiction staff to finalize support letters if they move forward with Cycle 5 applications.



**DATE:** August 7, 2023

**TO:** Westside Cities Council of Governments Board

**FROM:** Westside Cities Council of Governments Staff

**SUBJECT:** Eviction Protections

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### **Background**

The County of Los Angeles is facing a pressing issue regarding tenant evictions, which are on the rise. The LA County's COVID-19 Tenant Protection Resolutions, which included eviction protections, expired on March 31, 2023. Tenants now must pay their full current monthly rent to avoid eviction for non-payment of rent. In the City of Los Angeles, tenants who owe back rent from the early pandemic, specifically between March 1, 2020 and September 30, 2021, have until August 1, 2023 to settle their outstanding payments, or face evictions.

LA County records show that eviction lawsuits in 2022 increased close to pre-pandemic levels with 34,398 filings.<sup>1</sup> According to tenant rights organization Strategic Actions for a Just Economy (SAJE), approximately 3,852 eviction cases in April 2023 were filed in Los Angeles Superior Court after the eviction moratorium ended.<sup>2</sup> Additionally, the rising cost of living along with stagnant wages in Los Angeles are cited as central motivators in the current labor strikes for hotel workers, TV writers, and actors, which could potentially escalate the eviction crisis.<sup>3</sup>

In West Los Angeles, the property owner of the multi-family apartment complex Barrington Plaza served an eviction notice to 577 rent-controlled units in May 2023 using the Ellis Act to update the building and install fire sprinklers. The Barrington Tenant Association filed a lawsuit, which indicated that the landlord is misusing the Ellis Act to the evict tenants as the sprinkler system can be installed without requiring the displacement of tenants.<sup>4</sup> Now hundreds of people who rely on affordable housing and have lived at Barrington Plaza for decades will have until September 5, 2023 to vacate the building.

### ***2023 Greater Los Angeles Homeless Count***

On June 29, 2023, Los Angeles Homeless Services Authority (LAHSA) released the results of the 2023 Greater Los Angeles Homeless Count, which shows a 9 percent increase in homelessness on

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<sup>1</sup> Reyes, Velarde, Alejandra. "Evictions rise, tenants scramble for help as LA County protections expire:." March 21, 2023, <https://calmatters.org/california-divide/2023/03/eviction-protection-la/>

<sup>2</sup> Scott, Anna. "The predicted 'eviction tsunami' hits LA," July 31, 2023, <https://www.kcrw.com/news/shows/greater-la/renters-strikes-angels-baseball/evictions>

<sup>3</sup> Wagner, David. "LA's Rent crisis pushes workers to the picket line". July 3, 2023, <https://laist.com/news/housing-homelessness/los-angeles-hotel-workers-writers-strike-wga-unite-here-housing-costs>

<sup>4</sup> Esquivel, Palomla. "They face L.A.'s largest eviction in years. But these Westside Renters won't go quietly." May 26, 2023 <https://www.latimes.com/california/story/2023-05-26/westside-renters-barrington-plaza-mass-eviction>



any given night in the County. Service Planning Area (SPA) 5, which includes the majority of the WSCCOG jurisdictions, shows an increase from 4,604 unhoused people in 2022 to 6,669 in 2023 (an increase of 2,065).<sup>5</sup> Stronger eviction protections could help stop the inflow of people falling into homelessness by safeguarding tenants in stabilized housing.

### ***Patchwork of Protections***

The California Tenant Protection Act (AB 1482), which took effect in January 2020, provides a baseline of statewide tenant protections including limits on rent increases, just cause eviction protections, and relocation fees for no fault evictions. Local jurisdictions throughout the County of Los Angeles also passed Tenant Protection Ordinances to strengthen the statewide protections already in place and impose stricter requirements for those pursuing no-fault causes for all units. However, the patchwork of laws and protections that vary from local jurisdictions can be difficult for tenants to decipher and provide an uneven support to tenants across the County.

### ***Stay Housed LA Program***

In 2020, the County launched the Stay Housed LA program in partnership with Liberty Hill Foundation and the Legal Aid Foundation of Los Angeles (LAFLA). The program also includes a partnership with the City of Los Angeles and 12 local community organizations and 11 legal service providers to provide the following services (see below) for the Countywide comprehensive eviction defense program. Between August 2020 and April 2023, the Stay Housed LA program reached over 1.4 million tenants, hosted 1,095 workshops, supported 16,627 tenants with navigation services, provided legal services to 18,613 tenants, and provided over \$3.4 million in rental assistance to 384 households.

- **Outreach** – Phone, text, and in-person outreach to increase awareness in vulnerable communities.
- **Education** - Workshops hosted by trusted tenant organizations grounded in communities at-risk of displacement.
- **Legal Services** - Limited and Full scope representation to level the playing field during the eviction process.
- **Case Management** - Assist clients with non-legal issues
- **Tenant Navigation** - 1:1 support between tenants and organizers to support tenants through their housing crisis, and beyond.
- **Short-term rental assistance** - Rental Assistance to help settle cases, and to prevent eviction cases.

The County also projects that 15,300 residents who live in the unincorporated County and in incorporated cities will seek services from the Stay Housed LA program in FY 2023-24. To plan for capacity, LAFLA used zip-code level data on lockout and filings to project the number of tenants with eviction filings that would come to Stay Housed LA for services from the WSCCOG jurisdictions:

- Beverly Hills – 133
- Culver City – 53

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<sup>5</sup> 2023 Greater Los Angeles Homeless Count Presentation Deck <https://www.lahsa.org/documents?id=7232-2023-greater-los-angeles-homeless-count-deck>

- Santa Monica – 217
- West Hollywood - 116

### **Right to Counsel**

A Right to Counsel ordinance codifies the right to free legal representation for low-income tenants facing eviction and provides permanent funding for eviction defense programs and related services. In 2021, the City of Santa Monica launched a pilot Right to Counsel Program to tenant households facing evictions whose income is at or below 80% of the County's Area Medium Income.<sup>6</sup> The City is also contracting with LAFLA and builds on the Stay Housed LA program.

On June 11, 2023, the County Board of Supervisors passed a motion to establish a Right to Counsel ordinance with the goal of ensuring legal representation for eligible tenants who receive an unlawful detainer in unincorporated areas by FY 2024-25 (refer to [Attachment A](#)). The motion also includes a plan to expand coverage and wraparound services to additional incorporated cities to scale up program capacity and achieve universal access Countywide by FY 2030-31. The City of Los Angeles is also considering its own Right to Counsel ordinance, which could be funded by the recent Measure ULA.

According to LAFLA, Right to Counsel provides multiple benefits, including the following:

- Homelessness Prevention
  - Eviction causes homelessness
  - 95% of represented tenants didn't face "disruptive displacement" (99% of unrepresented tenants did)
- Access to Justice
  - 88% of landlords represented, 3% of tenants
- Health & well-being
  - Decreased impact on physical and mental health of people in eviction proceedings
  - Decreased negative impact on children, including their health, education, and potential future earnings
- Community well-being
  - Increased family and community stability
  - Decreased impact on law enforcement
  - Increased trust in the justice system and civic engagement.

A cost-benefit analysis by Stout Ricisu Ross, LLC also found that Right to counsel can save the LA County and the City of Los Angeles \$250 million and \$120 million, respectively, in potential costs avoided related to emergency shelter, housing programs, health care costs, and foster care.

### **Next Steps**

All WSCCOG jurisdictions provide various levels of eviction defense services with legal service providers LAFLA or Bet Tzedek. The legal providers also suggest that the WSCCOG jurisdictions

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<sup>6</sup> City launches pilot Right to Counsel program to help Santa Monica tenants facing evictions. April 8, 2021. <https://www.santamonica.gov/press/2021/04/08/city-launches-pilot-right-to-counsel-program-to-help-santa-monica-tenants-facing-evictions>



would need to double the number of attorneys in order to meet the projected eviction filings. The WSCCOG staff is organizing a peer learning exchange with the WSCCOG jurisdictions, which will serve as a platform for jurisdictions to collaborate, as well as gain insights into successful strategies and best practices on eviction defense programs and tenant protection ordinances to maintain housing stability and address the patchwork of current laws. Eviction protections is also covered under Strategy 1.2 of the WSCCOG Subregional Homelessness Strategic Work Plan adopted in 2022, which calls for expanding tenant protections, outreach, and supportive services.<sup>7</sup> The work plan supports expanding citywide protections for renters from unfair evictions and unaffordable rent increases by strengthening polices such as, maximum allowable rent increase, just cause eviction protections, renter’s right to counsel for unjust evictions. Additionally, the plan supports expansion of legal aid and tenant outreach and education programs to help renters enforce their rights against unjust eviction and prohibited rent increases.

**Attachment:**

- A. Establishing Right to Counsel and Sustainably Expanding Eviction Defense Services in Los Angeles County Motion

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<sup>7</sup> WSCCOG Subregional Homelessness Strategic Work Plan (April 2022) <https://www.westsidocities.org/homelessness>

AGN. NO. \_\_\_\_\_

**MOTION BY SUPERVISORS HOLLY J. MITCHELL  
AND HILDA L. SOLIS**

July 11, 2023

**Establishing Right to Counsel and Sustainably Expanding Eviction Defense Services in Los Angeles County**

On May 21, 2019, the Los Angeles County (County) Board of Supervisors (Board) approved the motion, “Expanding Eviction Defense Services in Los Angeles County.” The motion directed the Department of Consumer and Business Affairs (DCBA) and the Chief Executive Officer (CEO) to create a program providing legal representation to tenants in the County who are facing eviction. DCBA and CEO prepared a report that recommended expansion of the Eviction Defense Program (EDP) over time. In response to the DCBA/CEO report, on September 10, 2019, the Board allocated \$2 million in Measure H dollars for Fiscal Year (FY) 2019-2020 and directed DCBA and the CEO to report back with a plan to implement and evaluate an initial phase of the County’s EDP. In September 2020, with the \$2 million Measure H funds and an additional \$8.7 million allocation in Net County Cost (NCC) dollars from the Affordable Housing Trust Fund, DCBA, in partnership with Liberty Hill Foundation and the Legal Aid Foundation of Los Angeles, formally launched the Stay Housed LA County (SHLA) program. SHLA became the County’s comprehensive EDP that incorporates outreach, education, limited and full-scope legal services, and short-term rental assistance, which continues to help County residents today.

On September 27, 2022, the Board approved the motion, “Sustainably Expanding Eviction Defense Services in Los Angeles County,” which directed DCBA to engage

-More-	<u>MOTION</u>
SOLIS	_____
MITCHELL	_____
HORVATH	_____
BARGER	_____
HAHN	_____

MOTION BY SUPERVISORS HOLLY J. MITCHELL

AND HILDA L. SOLIS

July 11, 2023

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property owners, tenants, and other relevant stakeholders, and report back with an implementation plan to make SHLA a permanent DCBA program that meets the growing need for Countywide eviction defense services over the next seven years. On April 8, 2023, DCBA submitted a report in response to the motion that provided two recommendations to provide legal representation to tenants. The first recommendation is for the adoption of a Right to Counsel (RTC) ordinance for the unincorporated areas of the County by FY 2024-2025 to guarantee legal representation to eligible tenants when facing eviction. The RTC ordinance would make the SHLA program permanent and allow the County to strengthen its prevention strategies to minimize tenant displacement and in-flow into homelessness. DCBA's second recommendation is to use a phased-in approach for the SHLA program to achieve universal access to legal representation for all tenants across the County by FY 2030-2031. Universal access means that any tenant who lives in unincorporated Los Angeles or in a non-City of Los Angeles (LA) incorporated city, regardless of income, would have access to legal services when facing eviction. For tenants who meet eligibility requirements, these services would be available to them at no-cost. To reach this goal, DCBA would need to expand partnerships with cities across the County to implement a coordinated program at scale.

Since the launch of the first iteration of the program in July of 2020, SHLA has reached several critical implementation milestones and demonstrated success at achieving key goals. The SHLA program has reached more than 700,000 individuals or households via direct outreach and education efforts, including 974 virtual "Know Your Rights" workshops, webinars, legal clinics, and in-person outreach events. Furthermore, the SHLA program has provided limited legal services and assessments to over 15,720 tenant households, and full-scope legal representation to over 2,401 tenant households. Finally, the SHLA program has distributed about \$1.2 million in short-term rental assistance to over 143 tenant households.

According to DCBA, in calendar year 2022, the average number of unlawful detainers filed per month in the County Superior Court system grew to 2,867, up from 1,054 average filings per month during calendar year 2021. Between 2013 and 2022, an average of 40,000 unlawful detainers were filed per year in the County. This number is likely skewed lower, due to the COVID-19 Emergency Tenant Protections in place in

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2020-2021. The Center for American Progress estimates that nationally, only 10 percent of tenants facing eviction in the County have legal representation, compared to 90 percent of landlords. Furthermore, according to the recently released, "State of Black Los Angeles County" report, Black and Latino people are more likely than every other racial group in the County to be rent-burdened, at 62% and 56% respectively, compared to White Angelenos at 51%. Additionally, Black, and Latino Angelenos experience the highest rates of eviction compared to other racial groups. Providing access to legal representation for tenants facing eviction in unlawful detainer cases is critical to ensuring that they have equitable access to justice and would promote the fair and efficient resolution of legal disputes.

SHLA is the first line of defense for tenants facing eviction, but it is currently oversubscribed. In other words, demand is higher than the service capacity. DCBA projects that in FY 2023-24, 15,300 residents who live in the unincorporated County and in non-City of LA incorporated cities will seek SHLA services. However, the County will only have capacity to serve 2,450 individuals. The expiration of the emergency tenant protections resolution with the end of the COVID-19 emergency, will undoubtedly have additional impact on the rate of evictions filed in the County, which have already surged back to pre-pandemic levels.

A permanent SHLA program would allow the County and its partners to develop multiyear planning and build the requisite capacity to meet demand. For example, this would enable contracted legal service providers to intentionally scale their workforce with a clear projection of funding and need. Additionally, a permanent SHLA program would allow for consistent communications with landlords and tenants to improve awareness of resources available. Finally, a permanent SHLA program could deter bad actor landlords, who might otherwise pursue frivolous or illegal evictions if they know their tenants would have legal representation.

The DCBA report also obtained feedback from small mom-and-pop landlords. Small mom-and-pop landlords provide opportunities for community centered housing options, tend to be the landlords with the strongest relationship with their tenants, and provide fair rent increases to sustain their property. Many small landlords lack the support and technical knowledge to navigate complex housing laws and require assistance.

Therefore, it is important that DCBA and the Department of Economic Opportunity collaborate to provide resources for outreach and legal assistance for mom-and-pop landlords as well.

DCBA's April 8, 2023, report includes cost projections of \$22 million for the first year of RTC implementation for all eligible unincorporated County residents, as well as for serving a small number of eligible, non-City of LA incorporated city residents. The projection includes the cost of providing necessary wraparound services. The CEO and DCBA will need to identify an ongoing source of funding to effectively implement RTC and SHLA. DCBA identified the newly formed County Affordable Housing Solutions Agency as a potential key partner in developing funding mechanisms for a codified RTC for the unincorporated areas. Additionally, the Care First Community Investment stakeholders have raised housing as a top issue they wish to support with allocated funding – so there may be opportunities for greater coordination of homelessness prevention resources.

In addition to supporting RTC as part of the County's tools to sustain housing, it is important to sustain and fully fund the Public Defender (PD) and Alternate Public Defender (APD) whose work is critical in supporting our County residents who face criminal charges. Every person living in the United States has a right to receive effective assistance from an attorney when their life or liberty is at stake. According to an APD report submitted on April 5, 2023, public defense services continue to be understaffed, despite the County's legal obligation, inherent in our Constitution, to provide indigent defense services. The County Budget may be further strained with Care Court where our PD and APD may be obligated to represent individuals who are being evaluated for a grave disability and as a result are being held involuntarily. Increasing access to legal representation for tenants with unlawful detainer cases must not come at the cost of reduction or rerouting of funding for constitutionally required representation or other critical legal programs.

Given the significant challenges that low-income tenants face in unlawful detainer cases, it is essential to establish an RTC program in the County to ensure that all tenants have access to legal representation. By doing so, the County can promote equal access to justice, protect vulnerable communities, and ensure that our legal system works for

everyone.

**WE THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Direct County Counsel, in coordination with the Director of the Department of Consumer and Business Affairs (DCBA) to return to the Board within 10 months with a Right to Counsel ordinance for adoption that will codify legal representation to eligible tenants who have received an unlawful detainer in unincorporated Los Angeles County, to be fully effective for all eligible tenants by Fiscal Year (FY) 2024-25, contingent upon securing the funding. The ordinance should determine eligibility criteria, and provision of legal services based on eligibility (per Recommendation 1a as outlined in DCBA's April 8, 2023 report).
2. Direct the Director of DCBA to return to the Board in 180 days with a written reassessment and plan to phase in the implementation of a Universal Access to Legal Representation program for eviction services to expand coverage of legal representation services and wraparound services to additional non-City of Los Angeles (LA) incorporated cities as DCBA scales up program capacity, to achieve universal access Countywide by FY 2030-31.
  - a. DCBA should work with non-City of LA incorporated cities to develop funding models for cities to contribute to Stay Housed LA (SHLA) in order to support standing up services within each jurisdiction interested in providing the SHLA program to their residents.
  - b. DCBA should continue to engage key stakeholders such as incorporated cities, tenants, private and nonprofit housing providers/landlords, and community-based organizations to inform this plan. (per Recommendation 1b as outlined in DCBA's April 8, 2023 report)
3. Instruct the Director of the Department of Economic Opportunity, and County Counsel in collaboration with the Director of DCBA, to provide a written report back in 180 days that includes resources and programs available to mom-and-pop rental property owners and recommendations for a policy defining mom-and-pop rental property owners, including potential eligibility criteria for a legal advice and representation program, and the feasibility of expanding and/or implementing new

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programs for mom-and-pop rental property owners who do not have the means or resources for legal advice and representation.

4. Direct the Chief Executive Officer (CEO), in consultation with the Director of DCBA, Los Angeles County Development Authority, and Los Angeles County Affordable Housing Solutions Agency, to report back within 120 days on the feasibility of identifying a sustainable funding source to implement the RTC ordinance and Universal Access program under the SHLA umbrella, starting as early as FY 2024-25, to eligible tenants Countywide.
5. Direct the CEO's division of Legislative Affairs and Intergovernmental Relations, in collaboration with the Director of DCBA to support State and Federal level legislative budget proposals that would support funding sources for RTC and/or expansion of SHLA.
6. Authorize the Director of DCBA to enter into agreements, partnerships, and seek funding opportunities, including but not limited to philanthropic entities, as necessary to execute the directives of this motion, all in a form to be approved by County Counsel.

**WE FURTHER MOVE THAT THE BOARD OF SUPERVISORS:**

1. As recommended by the CEO in their June 26, 2023, report to the Board, direct the CEO, as part of the 2023-24 Supplemental Budget phase, to allocate \$5 million from the Affordable Housing Trust Fund in the Affordable Housing Programs budget unit to DCBA to supplement the SHLA budget and other eviction prevention services to address service delivery gaps.

# # #

(IG/PL)



TO: WESTSIDE CITIES COG BOARD OF DIRECTORS  
 FR: JEFF KIERNAN, LEAGUE OF CALIFORNIA CITIES  
 RE: CAL CITIES UPDATE FOR 8/10/2023 MEETING (as prepared Aug 1)

### **UPCOMING CAL CITIES AND LA COUNTY DIVISION EVENTS**

**September 20-22: Annual Conference and Expo (Sacramento).** No resolutions were received by the July 22 deadline, however a petitioned resolution is always possible so I encourage city councils to file the [voting delegate paperwork](#) for the General Assembly by AUG 28.

### **ADVOCACY UPDATE**

**The Legislature is in recess until AUG 14 and must complete their work for the year by SEPT 14.**

Please make sure to make your voice heard on any of the legislative issues below to your Senators & Assembly Members. Please let me know if you have any specific questions about any of the bills below.

**Cal Cities Sponsored SB 329 (Dodd) signed into law, allowing first city council pay increase since 1984.** Cal Cities sponsored [SB 329](#) to allow a majority vote of a city council to adjust their pay to reflect inflation. Being on a city council is a lengthy time commitment and limited pay may discourage many – especially low-income resident, single parents, people of color and young people – from running for office. Perhaps as an acknowledgement of the important work and dedication of local officials, this bill passed the legislature without a single no vote.

**Division issues concerns letter on AB 1679 (Santiago):** [AB 1679](#) would authorize the County of Los Angeles to impose a transaction and use tax of up to .50% if approved by county voters for homeless services, homeless prevention and affordable housing. The Division is supportive of ongoing funding to address our growing homeless crisis, however our members remain concerned with the current Measure H model and would suggest stake holders discuss alternative revenue sources. The Division's position is that:

- Any new countywide revenue stream for homelessness must have a 40% dedicated local return to assist cities currently spending General Fund revenues to provide homeless services and shelters.
- A Transaction and Use Tax that Exceeds the State Cap is Unwarranted and Unequitable.

### **Community Services**

#### **Support [AB 33 \(Bains\) Fentanyl Addiction and Overdose Prevention Task Force.](#)**

Would establish the Fentanyl Addiction and Overdose Prevention Task Force to undertake various duties, including collecting data on the extent of fentanyl use in California and increasing public awareness.

**Location:** Senate Appropriations

#### **Support [AB 67 \(Muratsuchi\) Homeless Courts Pilot Program.](#)**

Would create a pilot program for unhoused defendants to participate in diversion programs that would provide housing, mental health services, substance abuse treatment, and more.

**Location:** Senate Appropriations

#### **Support in Concept [AB 531 \(Irwin\) The Behavioral Health Infrastructure Bond Act of 2023.](#)**

Would place a \$4.68 billion bond measure on the March 2024 ballot to finance grants for the construction and rehabilitation of community-based treatment settings and residential care settings for individuals experiencing homelessness.



**Location:** Senate Appropriations

**Support [AB 1215 \(Carrillo\)](#) Pets Assistance with Support Grant Program: Homeless Shelters: Domestic Violence Shelters: Pets.**

Would create a grant program for homeless and domestic violence shelters to accommodate pets.

**Location:** Assembly Appropriations

**Support [SB 43 \(Eggman\)](#) Behavioral Health.**

Would update California's 1967 conservatorship law by expanding the definition of "gravely disabled" to include conditions that result in a substantial risk of serious harm to an individual's physical or mental health.

**Location:** Assembly Appropriations

**Support in Concept [SB 363 \(Eggman\)](#) Facilities for Inpatient and Residential Mental Health and Substance Use Disorder: Database.**

Would establish a real-time, internet-based dashboard to collect, aggregate, and display information about available beds in psychiatric and substance use facilities.

**Location:** Assembly Appropriations

**Governance, Transparency and Labor Relations**

**Oppose [SB 251 \(Newman\)](#) Political Reform Act of 1974: elected officers: conflicts of interest, as amended 3/8/23.** Prohibits an elected officer from employment by any other elected officer with the same constituency, except if the elected officer first began their employment by the other elected officer with the same constituency on or before December 31, 2023. The bill would not apply to statewide elected officers.

**Location:** 2-year bill. Failed in Senate Elections and Constitutional Amendments, reconsideration granted.

**Support if Amended [SB 411 \(Portantino\)](#) Open meetings: teleconferences: neighborhood councils, as amended 4/24/23.** Currently limits teleconference capability to Neighborhood Councils in the City of Los Angeles and should be amended back to its introduced language allowing appointed bodies to teleconference meetings without having to notice and make publicly accessible each teleconference location.

**Location:** Assembly Local Government

**Oppose [AB 504 \(Reyes\)](#) State And Local Public Employees: Labor Relations: Disputes.**

Would make sympathy striking a human right. It would also allow local public employees to refuse to enter property that is the site of a primary labor dispute, perform work for an employer involved in a primary labor dispute, or go through or work behind a primary picket line.

**Location:** Senate Appropriations

**Support if Amended [SB 537 \(Becker\)](#) Open Meetings: multijurisdictional, cross-county agencies: teleconferences, as amended 4/24/23.** Currently limits members of multijurisdictional bodies to participate remotely only if the meeting location is more than 40 miles (one-way) from their home, among other limitations. The bill should be amended back to its original language to allow appointed bodies of a multijurisdictional agency to

teleconference meetings without having to notice and make publicly accessible each teleconference location.

**Location:** Assembly Local Gov

**Support [AB 557 \(Hart\)](#) Open Meetings: local agencies: teleconferences.**

Eliminates the January 1, 2024, sunset on the provisions of the Brown Act that provided additional flexibility for local agencies looking to meet remotely during an emergency while still maintaining public access and transparency under AB 361 (R. Rivas, 2021). The bill would also extend the renewal period for resolutions declaring the use of AB 361 to 45 days (up from 30 days). By doing so AB 557 would provide accommodation for those agencies regularly meeting on a fixed date every month.

**Location:** Senate Floor

**Oppose Unless Amended [AB 764 \(Bryan\)](#) Local Redistricting.**

Would update the procedures local agencies must follow when adjusting the boundaries of the districts used to elect members of their governing bodies and establishes a procedure for legal challenges when a local jurisdiction does not comply with redistricting requirements.

**Location:** Senate Appropriations

**Support [AB 817 \(Pacheco\)](#) Local government: open meetings, as amended 3/16/23.** Provides a narrow exemption under the Ralph M. Brown Act for non-decision-making legislative bodies currently governed by Act, such as advisory bodies and commissions, to participate in two-way virtual teleconferencing without posting physical location of members.

**Location:** 2-year bill

**Support [AB 1379 \(Papan\)](#) Open Meetings: local agencies: teleconference, as amended 3/23/23.** Requires a legislative body electing to use teleconferencing to post agendas at a singular designated physical meeting location rather than at all teleconference locations. Allows quorum to be established by remote participation, at the designated physical location, or at both the designated physical meeting location and remotely. Also requires the legislative body to have at least 2 meetings per year in which the legislative body's members are in person at a singular designated physical meeting location.

**Location:** 2-year bill

**Oppose [AB 1484 \(Zbur\)](#) Temporary public employees, as amended 5/18/23.**

Requires inclusion of temporary employees in the same bargaining unit as permanent employees and that the wages, hours, plus terms of condition of employment for both temporary and permanent employees must be bargained together in a single memorandum of understanding.

**Location:** Senate Appropriations

**Revenue and Taxation**

**Oppose Unless Amended [SB 584 \(Limón\)](#) Laborforce housing: Short-Term Rental Tax Law.**

Would impose a statewide 15 percent tax on the occupancy of short-term rentals. Proceeds of the tax would be used to provide grants for the creation of "laborforce housing."

**Location:** 2-year bill

**Concerns [SB 588 \(Allen\)](#) Property taxation: welfare exemption: lower income households: cap.**

Would eliminate the property tax welfare exemption cap of \$20 million for non-profit developers utilizing private funding, as long as 90 percent of the units are made continuously available to or are occupied by lower income households at a rent that does not exceed the rent for lower income households.

**Location:** Assembly Rev & Tax

**Support/Sponsor [AB 972 \(Maienschein\)](#) Local Assistance and Grant Program Streamlining Workgroup.**

Would coordinate, align, and streamline local government assistance resources by convening a statewide, cross-agency Local Assistance and Grant Program Streamlining Workgroup no later than January 2025.

**Location:** Senate Appropriations

**Housing**

**Oppose Unless Amended [AB 309 \(Lee\)](#) Social Housing Act 2023**

Would create the California Housing authority with a mission to produce and acquire social housing developments for the purpose of eliminating the gap between housing production and regional housing needs assessment targets and to preserve affordable housing.

**Location:** Senate Appropriations

**Support [AB 519 \(Schiavo\)](#) Affordable Housing Finance Workgroup: Affordable Housing: Consolidated Application Process.**

Would create an Affordable Housing Finance Workgroup to create a consolidated application for affordable housing developers to use to access state housing funding programs and a coordinated review process for the application. Would also require the workgroup, on or before July 1, 2026, to report recommendations on implementing a coordinated review process.

**Location:** Senate Appropriations

**Oppose Unless Amended [AB 1490 \(Lee\)](#) Affordable Housing Development Projects: Adaptive Reuse.**

Would make 100 percent affordable housing projects that adaptively reuse existing residential buildings an allowable use, regardless of any inconsistencies between the project and any local plans, zoning, or regulations, and limits local governments from imposing maximum density or floor area ratio requirements, and any requirement to add additional parking or open space.

**Location:** Senate Appropriations

**Support [AB 1657 \(Wicks\)](#) Affordable Housing Bond Act of 2024.**

Would authorize the Affordable Housing Bond Act of 2024 to place a \$10 billion housing bond on the March 5, 2024 primary ballot to fund production of affordable housing and supportive housing.

- \$5.25 billion to the Multifamily Housing Program (MHP).
- \$1.75 billion to supportive housing.
- \$1.5 billion for programs to preserve or rehabilitate existing subsidized or unsubsidized rental housing.
- \$1 billion to the CalHOME Program and the My Home down payment assistance program.

- \$500 million to the Joe Serna, Jr. Farmworker Housing Program.

**Location:** Senate Appropriations

**Support if Amended [SB 4 \(Wiener\)](#) Housing Development: Higher Education Institutions and Religious Institutions.**

Would require that a housing development project be a use by right on land owned by an independent institution of higher education religious institution if the development satisfies specified criteria.

**Location:** Assembly Appropriations

**Oppose [SB 423 \(Wiener\)](#) Land use: streamlined housing approvals: multifamily housing developments, as amended 5/18/23.**

Expands [SB 35](#) (Chapter 366, Statutes of 2017) provisions and eliminates the January 1, 2026 sunset date, permanently requiring cities to ministerially approve certain housing projects without public input or environmental review.

**Location:** Assembly Appropriations

**Public Safety**

**Support [AB 33 \(Bains\)](#) Fentanyl Addiction and Overdose Prevention Task Force, as amended 5/18/23.**

Establishes the Fentanyl Addiction and Overdose Prevention Task Force, consisting of law enforcement, public health officials, and healthcare providers to coordinate an effective response to the fentanyl crisis. The task force will focus on a number of different strategies, including increasing access to overdose-reversing drugs, improving substance use disorder treatment and recovery support, and crafting strategies to reduce the availability of illicit fentanyl.

**Location:** Senate Appropriations

**Support [AB 40 \(Rodriguez\)](#) Emergency medical services as amended 5/18/23.** Requires procedures and standards to improve ambulance patient offload time (APOT).

**Location:** Senate Appropriations

**Support [AB 367 \(Maienschein\)](#) Controlled Substances: Enhancements, as amended 3/22/23.**

Applies the "great bodily injury" enhancement to any person who sells, furnishes, administers, or gives away fentanyl or an analog of fentanyl when the person to whom the fentanyl was sold, furnished, administered or given suffers a significant or substantial physical injury from using the substance.

**Location:** 2-year bill. Assembly Public Safety

**Oppose [AB 436 \(Alvarez\)](#) Vehicles.** Repeals the authority given to local authorities to prohibit cruising. This bill would also remove a provision prohibiting a common modification made to cars used in cruising to have the vehicles ride low to the ground roadway.

**Location:** Senate Appropriations

**Support [AB 474 \(Rodriguez\)](#) State Threat Assessment Center: transnational criminal organizations, as introduced.** Requires the State Threat Assessment Center (STAC) and the Office of Emergency Services (OES) to prioritize cooperation with state and local efforts to illuminate, disrupt, degrade, and dismantle criminal networks trafficking opioid drugs and to support state and local interagency task forces to combat illegal opioid trafficking, including preparing and disseminating intelligence products for public safety entities.

**Location:** Senate Rules

**Oppose [AB 755 \(Papan\)](#) Water: Public Entity: Water Usage Demand Analysis.**

Would require water systems that conduct a cost-of-service analysis (COSA) to identify the incremental costs incurred by the major water users in the single-family residential class and the incremental costs that would be avoided if major water users met a specified efficiency goal.

**Location:** Senate Appropriations

**[AB 530 \(Boerner\)](#) Vehicles: electric bicycles.** Prohibits a person under 12 years of age from operating an electric bicycle of any class. The bill would state the intent of the Legislature to create an e-bike license program with an online written test and a state-issued photo identification for those persons without a valid driver's license.

**Support [AB 701 \(Villapudua\)](#) Controlled substances: fentanyl, as introduced.**

Increases the penalty and fine for trafficking controlled substances containing heroin, cocaine base, and cocaine to fentanyl.

**Location:** Senate Appropriations

**Oppose [AB 742 \(Jackson\)](#) Law enforcement: police canines, as amended 5/18/23.** Prohibits the use of police canines to: arrest or apprehend a person; crowd control; bite; or train a police canine inconsistent with these prohibitions.

**Location:** 2-year bill

**Support [AB 955 \(Petrie-Norris\)](#) Controlled Substances, as amended 3/15/23** Creates a new crime for selling fentanyl on a social media platform.

**Location:** 2-year bill. Assembly Rules

**Oppose [AB 1034 \(Wilson\)](#) Law enforcement: facial recognition and other biometric surveillance, as amended 5/1/23.** Prohibits a law enforcement agency or law enforcement officer from installing, activating, or using any biometric surveillance system in connection with an officer camera or data collected by an officer camera and would authorize a person to bring an action for equitable or declaratory relief against a law enforcement agency or officer who violates that prohibition.

**Location:** Senate Floor

**Sponsor [AB 1168 \(Bennet\)](#) Emergency Medical Services (EMS): Prehospital EMS.**

Would clarify a city or fire district's right to retain its authority over emergency ambulance services if a city or fire district enters into an agreement with a county for the joint exercise of powers for emergency ambulance services.

**Location:** Senate Appropriations

**Concerns [AB 1463 \(Lowenthal\)](#) Automated license plate recognition systems: retention and use of information.**

Would require agencies utilizing Automated License Plate Reader (ALPR) Cameras to purge information that does not match a hot list in 30 days, and would prohibit ALPR information from being sold, shared, or transferred to an out-of-state or federal agency without a court order or warrant issued by a California court.

**Location:** 2-year bill

**Support [AB 1526](#) (Asm. Nat Resources) Solid Waste.**

Would provide cities the mechanism to be reimbursed under SB 54 (single use plastic law).

**Location:** Senate Appropriations

**Support [AB 1708](#) (Muratsuchi) Theft, as amended 3/12/23.** With voter approval, would require a person convicted of petty theft or shoplifting, if the person has two or more prior convictions for specified retail theft-related offenses, to be punished by imprisonment in the county jail for up to one year. Additionally, this measure would offer pre-plea diversion opportunities.

**Location:** 2-year bill. Assembly Public Safety, reconsideration granted.

**Support [SB 19](#) (Seyarto) Anti-Fentanyl Abuse Task Force.**

Would establish the Anti-Fentanyl Abuse Task Force to undertake various duties including collecting data on the extent of fentanyl abuse in California and increasing public awareness.

**Location:** Assembly Appropriations

**Support [SB 44](#) (Umberg) Controlled Substances, as amended 4/13/23.** Requires a court to provide a written advisory to a person convicted of selling fentanyl notifying the person of the danger of selling or administering illicit drugs and counterfeit pills and of the potential future criminal liability if another person dies as a result of that person's actions.

**Location:** 2-year bill

**Neutral [SB 272](#) (Laird) Sea Level Rise Planning.**

Would require local governments in coastal areas to implement sea level rise planning and adaptation by 2034. Would also require the California Coastal Commission and the San Francisco Bay Conservation and Development Commission to establish guidelines for the preparation of that planning and adaptation by 2024.

**Location:** Assembly Appropriations

**Support [SB 602](#) (Archuleta) Trespass, as amended 3/20/23.** extends the effective duration of Letters of Agency from 30 days to 12 months and the operative timeframe of trespass authorization letters from 12 months to 3 years for the purpose of removing graffiti and mitigating other public nuisances on private property visible from public rights of way.

**Location:** Senate Floor

**Support: [SB 751](#) (Padilla) Franchise Agreements: Labor Impasse.**

Would require waste haulers to continue providing services during a labor impasse.

On or after January 1, 2024, a franchise agreement that is renewed or amended cannot contain a force majeure provision that can be triggered by a labor impasse.

**Location:** Assembly Appropriations

**Environmental Quality**

**Support [AB 50](#) (Wood) Energy Utility Communication.**

Would aim to address situation delays with connecting projects to the grid, including housing projects.

**Location:** Senate Appropriations



**Oppose Unless Amended [AB 1572 \(Friedman\)](#) Non-functional Turf.**

Would prohibit the use of potable water for irrigation of nonfunctional turf on specified properties. Notably,

- All commercial, industrial, municipal, and institutional properties by January 1, 2027.
- All multifamily residential properties by January 1, 2028.
- All affordable multifamily housing or municipal properties in is advantaged communities by January 1, 2029.

**Location:** Senate Appropriations

**Support if Amended [AB 1567 \(E. Garcia\)](#) and [SB 867 \(Allen\)](#)**

Would collectively propose \$20 billion in bonds for safe drinking water, wildfire prevention, drought preparation, flood protection, and extreme heat mitigation.

**Transportation, Communications and Public Works**

**Pending [AB 7 \(Friedman\)](#) Transportation Planning: Project Selection.**

Would require the project selection process for each transportation project funded by the state's major sources of transportation funding to incorporate certain principles regarding—very generally—resilience, safety, timeliness, accessibility, the environment and climate change, and other topics.

**Location:** Senate Appropriations

**Support/Sponsor [AB 400 \(B. Rubio\)](#) Public Contracts: Design Build.**

Would extend the January 1, 2025 sunset to 2031.

**Location:** Assembly Concurrence

**Oppose [AB 825 \(Bryan\)](#) Vehicle: Bicycles on Sidewalks.**

Would prohibit a local authority from prohibiting the operation of a bicycle on a sidewalk adjacent to a highway or corridor that does not include a dedicated bikeway.

**Location:** Senate Appropriations

**Oppose [AB 1637 \(Irwin\)](#) Local government: internet websites and email addresses. As amended 6/29/23.**

Requires cities and counties to secure and utilize their website through a new .gov or ca.gov domain no later than January 1, 2029. It would also require all employee email addresses to reflect the updated domain within the same time frame.

**Location:** Senate Appropriations

**Support/Sponsor [SB 706 \(Caballero\)](#) Public Contracts: Progressive Design Build.**

Would remove the cap and would authorize all cities, counties, city and counties, or special districts to use the progressive design-build process for other projects in addition to water-related projects.

**Location:** Assembly Appropriations

**Ballot Measures**

**Oppose The Taxpayer Protection and Government Accountability Act Initiative No. 21-0042A1.**

Limits voters' input, adopts new and stricter rules for raising taxes and fees, and makes it more difficult to hold state and local law violators accountable.



Subject: SCAG Update July 2023

From: Erik Rodriguez, SCAG Sr. Government Affairs Officer;  
[rodrigueze@scag.ca.gov](mailto:rodrigueze@scag.ca.gov)

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**INFORMATION**

**SCAG AWARDED \$237 MILLION FOR REAP 2.0**

The Department of Housing and Community Development has officially approved SCAG’s full funding application, [awarding SCAG with more than \\$237 million in REAP 2.0 funds.](#)

The REAP 2.0 program is a flexible program to accelerate progress toward state housing goals and climate commitments through partnership between the state, its regions and local entities. SCAG will sub-allocate REAP 2.0 funds to eligible partners in the SCAG region through calls for applications. For more information, visit [scag.ca.gov/reap2021](http://scag.ca.gov/reap2021).

**ACTION**

**REGIONAL COUNCIL ADOPTS UPDATED POLICY FRAMEWORK FOR CONNECT SOCAL 2024**

The Regional Council today adopted an updated Policy Framework for Connect SoCal 2024 – the Regional Transportation Plan/Sustainable Communities Strategy – which advances regional priorities and confirms the direction for Connect SoCal 2024 in advance of a draft plan release in October 2023.

SCAG’s Regional Council in June 2022 adopted a Policy Development Framework for Connect SoCal 2024, which outlined the draft vision and goals for the plan, identified key policy priorities and outlined the strategies for advancing those policies through the three Connect SoCal 2024 subcommittees that concluded in spring 2023.

The special Connect SoCal 2024 subcommittees dug deeper into three topics: Next Generation Infrastructure, Resilience and Conservation, and Racial Equity and Regional Planning. The updated Policy Framework reflects elements of direction and feedback received from the subcommittees over the past year.

**REGIONAL COUNCIL OFFICERS**

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**Art Brown, Buena Park**
- First Vice President  
**Curt Hagman, County of San Bernardino**
- Second Vice President  
**Cindy Allen, Long Beach**
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- Community, Economic & Human Development  
**Frank Yokoyama, Cerritos**
- Energy & Environment  
**Deborah Robertson, Rialto**
- Transportation  
**Tim Sandoval, Pomona**



## **ACTION:**

### **REGIONAL COUNCIL APPROVES COUNTY TRANSPORTATION COMMISSION PROGRAM AWARD LIST**

The Regional Council today approved funding recommendations for the County Transportation Commission (CTC) Partnership Program, an \$80 million competitive program developed in close partnership with CTCs in the SCAG region. The program is made possible by the recently approved REAP 2.0 funding. Through this program, SCAG will fund 33 transformative planning and implementation projects that expand access, increase mobility and bring jobs and housing closer together to achieve a more sustainable growth pattern across the region.

Project awards are split across three eligible projects categories:

- \$35 million invested in projects that increase transit ridership
- \$36 million invested in multimodal communities projects
- \$9 million invested in projects to shift travel behavior

## **News from the President**

### **EXECUTIVE/ADMINISTRATION COMMITTEE CONVENES FOR 2023-24 STRATEGIC PLANNING SESSION**

SCAG President Art Brown convened the Executive/Administration Committee on June 29 for a two-day work planning session in Buena Park. During the session, committee members reflected on the past year and discussed strategic planning for the year ahead. The 2023-24 Strategic Plan involves working toward innovative solutions that improve the quality of life for Southern Californians, including becoming the foremost data information hub for the region, advancing planning regional priorities through increased advocacy and more.

### **GO HUMAN DEMONSTRATES SAFE STREETS IN BUENA PARK**

SCAG President Art Brown and Executive Director Kome Ajise, attended the Buena Park Food Truck Festival on June 23. At the event, the City of Buena Park, in partnership with *Go Human*, hosted a Kit of Parts demonstration, showcasing a pop-up parklet, bike lane, artistic crosswalk and curb extension. The demonstration showed how infrastructure can improve bicyclist and pedestrian safety. To learn more about SCAG's *Go Human* program, visit [scag.ca.gov/go-human](https://scag.ca.gov/go-human).

## **News from the Executive Director**

### **MULTIPLE CALLS FOR APPLICATIONS OPEN FOR PROGRAMS TO ACCELERATE TRANSFORMATIVE HOUSING**

Calls for Applications are now open for two of three funding areas in the recently approved REAP 2.0 Programs to Accelerate Transformative Housing (PATH):

- **The Housing Infill on Public and Private Lands (HIPP) Pilot Program** is focused on the development of affordable housing at scale on available public and private land as well as development and implementation of corridor-wide or area-wide regulatory infill housing actions. The HIPP program applications are **due by July 10**.
- **The Notice of Funding Available (NOFA) for Lasting Affordability** provides support for innovative housing finance, trust funds, catalyst funds and new permanent funding sources. The NOFA for Lasting Affordability applications are **due by July 31**.

The Call for Applications for the third PATH funding area, Regional Utilities Supporting Housing, is expected to be released in late summer 2023.

### **SCAG RECEIVES APPROVAL OF CONFORMITY DETERMINATION**

The Regional Council in June adopted Connect SoCal Amendment No. 3 and the 2023 Federal Transportation Improvement Program (FTIP) Consistency Amendment, including the associated conformity analysis. SCAG has since received accelerated federal final approval of the conformity determination. With this approval, \$26 billion worth of important transportation projects in the Connect SoCal and FTIP Amendments can now move forward. Thank you to Caltrans, the Federal Highway Administration and the Federal Transit Administration for expedited review and approval of the conformity determination.

### **SCAG AWARDED LOCAL AGENCY TECHNICAL ASSISTANCE GRANT TO EXPAND BROADBAND**

The California Public Utilities Commission approved SCAG's \$1 million Local Agency Technical Assistance Grant (LATA) on June 29. LATA grants support local agencies and tribes in their efforts to expand broadband service to unserved and underserved Californians. The funding enables SCAG to advance up to three broadband projects in unserved or underserved areas. SCAG will collaborate with local jurisdictions that were unable to apply for funding or lacked the resources to engage a consultant or manage the project themselves.

The full July Executive Director's Report is available here: [LINK](#).

### **UPCOMING MEETINGS**

#### **JULY**

- 18<sup>th</sup>** Legislative/Communications and Membership Committee
- 18<sup>th</sup>** Housing Working Group
- 18<sup>th</sup>** Toolbox Tuesday: Extreme Heat Mitigation Resources
- 20<sup>th</sup>** Technical Working Group
- 20<sup>th</sup>** Equity Working Group
- 25<sup>th</sup>** Transportation Conformity Working Group
- 26<sup>th</sup>** Modeling Task Force
- 26<sup>th</sup>** SoCal Greenprint Technical Advisory Committee Meeting

#### **AUGUST**

- 1<sup>st</sup>** Aviation Technical Advisory Committee
- 8<sup>th</sup>** Toolbox Tuesday: Empowering Southern California with Big Data Analytics
- 15<sup>th</sup>** Legislative/Communications and Membership Committee
- 16<sup>th</sup>** Special Meeting of the Community, Economic and Human Development Committee
- 24<sup>th</sup>** Sustainable & Resilient Communities/Natural & Farm Lands Conservation Working Groups (Joint Meeting)
- 28<sup>th</sup>** SoCal Greenprint Technical Advisory Committee
- 30<sup>th</sup>** Regional Transit Technical Advisory Committee