

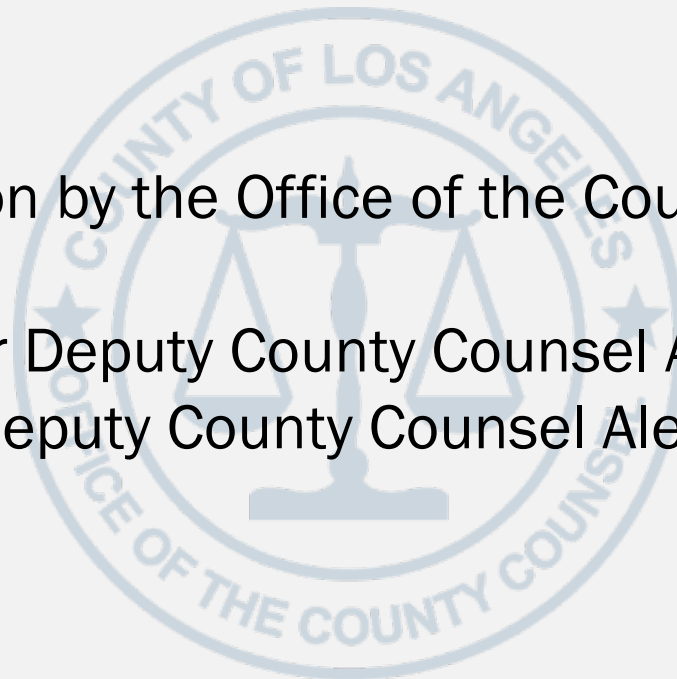
COUNTY AND CITY OF LOS ANGELES

JOINT POWERS AGREEMENT

LOS ANGELES HOMELESS SERVICES AUTHORITY (LAHSA)

Presentation by the Office of the County Counsel

Senior Deputy County Counsel Ana Lai
Principal Deputy County Counsel Aleen Langton



Background

- Created in 1993 as a Joint Powers Authority (JPA) to coordinate funds and services to address homelessness
- Formed as part of a settlement of a lawsuit by the City, civil rights groups, and homeless advocates alleging the County failed to comply with Welfare and Institutions Code section 17000

Section 17000 states:

“Every county and every city and county shall relieve and support all incompetent, poor, indigent persons, and those incapacitated by age, disease, or accident, lawfully resident therein, when such persons are not supported and relieved by their relatives or friends, by their own means, or by state hospitals or other state or private institutions”



Joint Powers Authority

- Creature of State law (Gov. Code, § 6500 et seq.)
- Permits 2+ public agencies to jointly exercise common powers
- Powers and governance are spelled out by joint powers agreement
- Dissolution governed by the agreement



Purpose of LAHSA

- Coordinate the operation of existing services for the homeless which the parties operated separately prior to forming the Joint Powers Agreement
- Design, fund, and operate other homeless and related social services
- Undertake acts in furtherance of the programs and goals of the County and City under the JPA



Governing Structure

- 10-member Commission
 - 5 members appointed by the Mayor of Los Angeles (confirmed by the City Council)
 - 5 members appointed by the Board of Supervisors
- Elected officials may be appointed per JPA
- 3-year terms, may be extended
- No term limit specified

COUNTY MEMBERS

CONFIRMED BY THE L.A. COUNTY BOARD OF SUPERVISORS



JACQUELINE WAGGONER

Appointed by Supervisor Ridley-Thomas

■ Chair



SARAH DUSSEAULT

Appointed by Supervisor Solis



NOAH FARKAS

Appointed by Supervisor Kuehl



LAWSON MARTIN

Appointed by Supervisor Barger



IRENE MURO

Appointed by Supervisor Hahn

CITY MEMBERS

CONFIRMED BY THE L.A. CITY COUNCIL



WENDY GREUEL

Appointed by Mayor Garcetti

■ Vice Chair



KELLI BERNARD

Appointed by Mayor Garcetti



MITCH KAMIN

Appointed by Mayor Garcetti



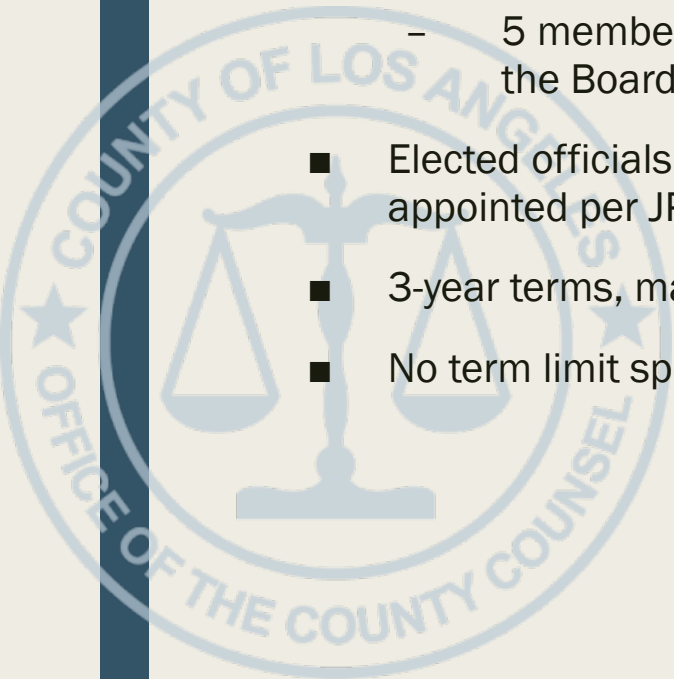
BOOKER PEARSON

Appointed by Mayor Villaraigosa



KELVIN SAULS

Appointed by Mayor Villaraigosa



Executive Director

- Heidi Marson is the current Executive Director (ED), appointed June 2020
- ED acts as the general manager to direct the day-to-day operations and serves at the will of the Commission
- The ED is not a member of the Commission



Authorities and Duties

The Joint Powers Agreement authorizes LAHSA to:

- Create and enter contracts
- Hire agents and employees
- Acquire, construct, manage, maintain, operate, and lease buildings
- Acquire, hold, or dispose of property within the County
- Incur debts, liabilities, or obligations
- Receive services and other forms of assistance from persons, firms, corporations, and any government entity
- Solicit charitable contributions from private sources
- Sue and be sued in its own name



How County and City Funds Are Used

- City's contribution must be used to fund services within the City
- County's contribution may be used to fund services within both the City and countywide



Amending the Joint Powers Agreement

- Both the Board of Supervisors and the City Council must approve any amendment
- “No ... amendment shall be made which is contrary to any contract or grant agreement entered into by LAHSA with [the federal or state governments]”



Modifying Membership

- “Additional separate political entities may become associated parties to this Agreement on such terms and conditions as the Parties may require”
- County and City must “consent and formal action approving such association is taken by the associated party’s governing body”
- “Associated parties shall have all the rights of the Parties hereto, except the right to terminate or amend this Agreement”



Termination

- Either party may terminate the agreement with 180 days' written notice
- “No termination ... shall be made which is contrary to any contract or grant agreement entered into by LAHSA with [the federal or state governments]”
- If terminated, any property acquired by LAHSA as a result of the JPA, including, but not limited to, money, shall be divided and distributed to the parties in proportion to the contributions made by or attributed to the parties





*Thank
you*