

EXECUTIVE OFFICE



BOARD OF SUPERVISORS

CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

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MEMBERS OF THE BOARD

HILDA L. SOLIS

HOLLY J. MITCHELL

LINDSEY P. HORVATH

JANICE HAHN

KATHRYN BARGER

June 27, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 June 27, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UNITED WAY OF
GREATER LOS ANGELES AND THE LOS ANGELES COUNTY AFFORDABLE HOUSING
SOLUTIONS AGENCY TO PROVIDE ADMINISTRATIVE AND LEGAL SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Executive Officer of the Board of Supervisors (Executive Officer) is seeking authorization to enter into a Memorandum of Understanding (MOU) between the County of Los Angeles (County), United Way of Greater Los Angeles (United Way), and the Los Angeles County Affordable Housing Solutions Agency (LACAHS) for the County to provide administrative and legal services to LACAHS.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that supporting the operations of LACAHS through the contemplated MOU will serve a public purpose pursuant to Government Code section 26227.
2. Approve and authorize the Executive Officer, or designee, to execute an MOU in a format substantially similar to Attachment A, between the County, United Way, and LACAHS, for the County to provide administrative and legal services to LACAHS, effective March 17, 2023, for a term of one (1) year, from the date of the last signatory, at an annual maximum cost of \$521,000.
3. Delegate authority to the Executive Officer, or designee, to prepare and execute amendments to the MOU when such amendments are necessary for additional administrative staff support and/or legal services; to execute up to two additional one-year extensions of the MOU; and to terminate the

MOU for convenience, if necessary.

4. Delegate authority to the Executive Officer, or designee, to approve additional cost increases up to 10% above the annual estimated cost per fiscal year, for the duration of the MOU.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 22, 2021, the Board adopted a motion by Supervisors Barger and Kuehl directing the Chief Executive Officer through the Legislative Affairs and Intergovernmental Division, in collaboration with County Counsel, the Auditor-Controller, the Executive Director of the Los Angeles County Development Authority, and the Directors of Consumer and Business Affairs and Regional Planning to conduct an analysis of Senate Bill (SB) 679 (Kamlager), the Los Angeles County Regional Housing Finance Act Legislation that later established LACAHSAs, and directed these Departments to report back to the Board.

The report, submitted to the Board on August 4, 2021, indicated that while the County's State Legislative Agenda contains numerous policies related to increasing affordable housing production, preservation, rental assistance, and tenant protections programs, SB 679 would create a new, independent agency with the potential to impose taxes and fees countywide to generate revenue to finance the preservation and production of affordable housing and fund tenant protections. Therefore, establishing a County position on SB 679 would be a matter of Board policy determination.

Further, on September 15, 2021, the Board adopted a motion by Supervisors Kuehl and Mitchell instructing the County's Legislative Advocates in Sacramento to support SB 679.

Subsequently, SB 679 was approved by the Legislature and signed into law on September 28, 2022, and became effective on January 1, 2023. SB 679 established LACAHSAs with a board of directors comprised of 21 voting members and one non-voting member (the LACAHSAs Board). LACAHSAs's purpose is to increase the supply of affordable housing in Los Angeles County by providing for significantly enhanced funding and technical assistance at a regional level for renter protections, affordable housing preservation, and new affordable housing production.

The LACAHSAs Board must appoint General Counsel and a full-time Chief Executive Officer who shall act under the direction of, and perform those duties delegated by, the LACAHSAs Board.

At its meeting held on May 17, 2023, the LACAHSAs Board expressed an interest in engaging the County, through the Executive Office's Commission Services Division (Commission Services) and the Office of the County Counsel (County Counsel), to provide interim administrative and legal services, respectively, for up to 12 months, during the recruitment of a permanent Chief Executive Officer and General Counsel.

United Way will pay the County, through Commission Services, for administrative and legal services provided to LACAHSAs, as stated in Attachment A.

Execution of this MOU will outline the framework for a strategic partnership among United Way, LACAHSAs, and the County to jointly support the ongoing implementation of the LACAHSAs Board's goals, and sets forth the terms and conditions associated with services, costs, and other roles and responsibilities of Commission Services and County Counsel as detailed in Section 2 of Attachment A.

Implementation of Strategic Plan Goals

This partnership with United Way and LACAHSa promotes the countywide Strategic Plan Goal 1– Make Investments that Transform Lives by Increasing Affordable Housing Throughout Los Angeles County by maximizing opportunities to measurably improve affordable housing for all County residents.

FISCAL IMPACT/FINANCING

There is no impact to the County's General Fund. Through United Way, LACAHSa will reimburse Commission Services up to \$521,000 for the first year of the MOU, for costs associated with providing administrative and legal services to LACAHSa, as provided in the MOU (Attachment A).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles County is facing the most significant housing crisis in the region's history, as tens of thousands of residents are living in overcrowded housing, being pushed out of their homes, spending hours driving every day to and from work, one paycheck away from an eviction or from experiencing homelessness.

Government Code section 26227 provides the Board authority to contract with other public and private agencies, such as LACAHSa and United Way, to operate programs which the Board determines will serve a public purpose, including but not limited to, the areas of health, public safety, and welfare. Entering into this MOU will serve many public purposes as housing impacts public health, public safety, and welfare.

Government Code sections 26520 and 26529 authorize County Counsel to render legal services to other local public entities, such as LACAHSa, upon request. As stated above, on May 17, 2023, the LACAHSa Board expressed an interest in engaging County Counsel for such services.

Lastly, under Government Code section 64720 subsections (h), (i), and (k), LACAHSa may: engage counsel and other professional services; enter into and perform all necessary contracts; and hire and compensate staff.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board action enhances affordable housing opportunities and tenant protections throughout the County.

The Honorable Board of Supervisors

6/27/2023

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Respectfully submitted,

A handwritten signature in cursive script, reading "Celia Zavala". The signature is written in dark ink and is positioned above the printed name and title.

CELIA ZAVALA

Executive Officer, Board of Supervisors

CZ:tpk

Enclosures

c: Chief Executive Officer
County Counsel

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING REGARDING ADMINISTRATIVE AND LEGAL SERVICES TO THE LOS ANGELES COUNTY AFFORDABLE HOUSING SOLUTIONS AGENCY

This Memorandum of Understanding (MOU) is entered into by and between United Way of Greater Los Angeles (United Way), the Los Angeles County Affordable Housing Solutions Agency (LACAHSAs), and the County of Los Angeles (County) through the Executive Office of the Board of Supervisors, Commission Services (Commission Services). United Way, LACAHSAs, and the County are hereinafter sometimes referred to collectively as the "Parties" and individually as "Party."

RECITALS

Whereas, United Way sponsored Senate Bill (SB) 679, the legislation establishing LACAHSAs, and is the recipient of a \$1.5 million dollar grant from the Conrad Hilton Foundation to support implementation of LACAHSAs, to develop new financial instruments for permanent housing construction;

Whereas, SB 679 was signed into law on September 28, 2022, and became effective on January 1, 2023, with a governing board comprised of 21 voting members and one non-voting member;

Whereas, LACAHSAs's purpose is to increase the supply of affordable housing in Los Angeles County by providing for significantly enhanced funding and technical assistance at a regional level for renter protections, affordable housing preservation, and new affordable housing production;

Whereas, under Government Code section 64711.4(a), LACAHSAs's Board shall appoint a full-time Chief Executive Officer, who shall act for LACAHSAs under its direction and perform those duties delegated by LACAHSAs;

Whereas, under Government Code section 64711.4(c), LACAHSAs's Board shall appoint general counsel;

Whereas, under Government Code section 64720(h), LACAHSAs may engage counsel and other professional services;

Whereas, under Government Code section 64720(i), LACAHSAs may enter into and perform all necessary contracts;

Whereas, under Government Code section 64720(k), LACAHSAs may hire staff, define their qualifications and duties, and provide a schedule of compensation for the performance of their duties;

ATTACHMENT A

Whereas, LACAHSa is desirous to engage the County's Commission Services to provide administrative services to LACAHSa for up to 12 months, during recruitment of a permanent Chief Executive Officer;

Whereas, LACAHSa is desirous to engage the services of the County's Office of the County Counsel (County Counsel) to provide legal services to LACAHSa for up to 12 months, during the recruitment and appointment of a general counsel;

Whereas, the County Board of Supervisors has delegated authority to Commission Services to enter into this agreement under Government Code sections 26227, 26520, and 26529 for Commission Services and County Counsel to provide the services contemplated herein;

Whereas, United Way will pay the County through Commission Services for administrative and supportive services and legal services provided to LACAHSa;

Whereas, this MOU has been considered and authorized by the LACAHSa Board; and

Whereas, this MOU sets forth the terms and conditions associated with services, costs, and other roles and responsibilities of the Parties.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the Parties, and of the promises contained in this MOU, the Parties agree as follows:

Section 1.0 Term

- 1.1. The effective date of this MOU shall be March 17, 2023. The term of this MOU is for one (1) year from the date of the last signatory with two (2) optional one (1) year extension periods.
- 1.2. The optional one (1) year extension periods of the MOU may be exercised by mutual written consent of the Parties.
- 1.3. This MOU may only be amended by mutual written consent of the Parties.
- 1.4. This MOU may be terminated, with or without cause, by any Party by giving the other Parties a 30-day written notice as provided in Section 5.0, Authorized Representatives and Notices, of this MOU.

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Section 2.0 Responsibilities of Commission Services and County Counsel

2.1 **Staffing Services.** Commission Services will provide all administrative and supportive services for LCAHSA including, but not limited to, the following:

- (a) Prepare meeting agendas and schedule monthly meetings for every LCAHSA meeting;
- (b) Attend LCAHSA meetings and prepare minutes and serve parliamentary role;
- (c) Upload any audio, agendas, minutes, and supporting documents on the LCAHSA's website;
- (d) Maintain mailing list and rosters of the LCAHSA Board members;
- (e) Provide copies of meeting's agendas, minutes, memos, press releases, announcements and supporting documents at LCAHSA meetings;
- (f) Send requested agendas, minutes, supporting documents, and other notifications to all interested persons including LCAHSA Board members, and stakeholders via electronic distribution or by mail;
- (g) Reserve meeting location for each LCAHSA meeting, including a room for closed sessions, if needed;
- (h) Request set-up for room, audio equipment, computer, and other devices for presentations and provide technical support;
- (i) Host hybrid meetings via Web-ex or other video conference platforms for public participation;
- (j) Reserve parking, if feasible, for LCAHSA Board members and presenters, if needed;
- (k) Create nameplates, public speaker cards, and sign-in sheets;
- (l) Monitor the commserv@bos.lacounty.gov and LCAHSA inbox for inquiries to LCAHSA Board members and general public inquiries;
- (m) Provide quorum calls for each Board meeting;
- (n) Schedule orientation/training sessions on the basics of holding open meetings pursuant to the Ralph M. Brown Act, if needed;
- (o) Provide logistics for inviting presenters to Board meetings;
- (p) Process incoming mail and prepare responses;
- (q) Establish an annual Board meeting calendar on LCAHSA's website;
- (r) Prepare a status report and hold a meeting on a quarterly basis with the United Way on Commission Services administrative staff support; and
- (s) Provide all other necessary administrative staff support to the LCAHSA Board, as needed.

2.2 **Legal Services.** County Counsel will provide legal services to LCAHSA including, but not limited to, the following:

- (a) Review draft agendas pre-publication;
- (b) Attend LCAHSA meetings and provide general legal guidance and support;
- (c) Provide legal advice to Commission Services related to Commission Services' provision of the above enumerated services;
- (d) Provide legal advice as requested by the LCAHSA Board, its officers, or any

ATTACHMENT A

- subcommittee of the LACAHS Board; and
- (e) Attend other meetings, as requested.

Section 3.0 Funding

- 3.1 The total maximum amount for the first year of this MOU is \$521,000.
- 3.2 United Way will pay Commission Services up to \$271,000 for providing administrative and supportive services to LACAHS for the first year of the MOU. Administrative services include staff time and supplies needed to fulfill the responsibilities listed in Section 2.1 of this MOU.
- 3.3 United Way will pay Commission Services up to \$250,000 for County Counsel legal services to LACAHS for the first year of the MOU. Legal services include time needed to fulfill the responsibilities listed in Section 2.2 of this MOU, pursuant to County Counsel's Billing Rate Reference Sheet Group III rates, which are adjusted annually on the fiscal year.
- 3.4 County Counsel will invoice Commission Services. Commission Services will invoice LACAHS for the County's services, both administrative and legal services, on a quarterly basis. Once approved by LACAHS, LACAHS will submit a request for payment to United Way. The first quarterly invoice will include all administrative and legal services incurred as of March 17, 2023, for the support of LACAHS prior to its inaugural meeting.
- 3.5 United Way will pay LACAHS within 1-week of receiving LACAHS's request for payment. LACAHS will pay Commission Services within 30 days of receiving the County's invoices.

Section 4. Audit and Record Retention

- 4.1 Commission Services shall retain all documents related to this MOU for a period of five years after expiration/termination date of this MOU for auditing purposes. If an audit is conducted, Commission Services shall retain all documents related to this MOU for five additional years after completion of the audit.

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Section 5. Authorized Representatives and Notices

- 5.1. The following individuals and their successors are designated by United Way, LACAHSa and the County as the authorized representatives for the Parties for implementation of this MOU, and all correspondences and notices required by this MOU shall be considered given when made in writing and delivered, mailed, or e-mailed with confirmed receipt to these representatives of the Parties at the following addresses:

United Way	County
Tommy Newman, Vice President Engagement and Activation United Way of Greater Los Angeles 1150 S. Olive Street, Suite T500 Los Angeles, CA 90015 Direct: 213.808.6271 Cell: 323.829.0877 tnewman@unitedwayla.org	Lorayne Lingat Assistant Executive Officer, Board of Supervisors 500 W. Temple St., Suite 383 Los Angeles, CA 90012 (213) 974-1405 llingat@bos.lacounty.gov
LiNing Recendez, Vice President, Finance United Way of Greater Los Angeles 1150 S. Olive Street, Suite T500 Los Angeles, CA 90015	and Twila Kerr, Chief Commission Services 500 W. Temple St., Suite 383 Los Angeles, CA 90012 (213) 974-1431 tkerr@bos.lacounty.gov
LACAHSa	
Holly J. Mitchell, Chair Los Angeles County Affordable Housing Solutions Agency Kenneth Hahn Hall of Administration 500 West Temple Street, Room B50-b Los Angeles, CA 90012 Office: (213) 974-1431 commserv@bos.lacounty.gov	

ATTACHMENT A

Section 6. Indemnification

6.1 In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an MOU as defined by section 895 of said Government Code, the County, United Way, and LACAHSa hereto, as between themselves, pursuant to the authorization contained in section 895.4 and 895.6 of said Government Code, will each assume the full liability that would be imposed upon it, or any of its officers, agents or employees by law for injury caused by negligent or wrongful act or omission, including any workers' compensation suits, Federal Fair Labor Standards Act, State wage or hour law violations, occurring in the performance of this MOU to the same extent that such a liability would be imposed in the absence of section 895.2 of said Government Code. To achieve the above-stated purpose, the County, LACAHSa, and United Way each indemnifies and holds harmless the other parties for any loss, cost, or expense that may be imposed upon such other parties solely by virtue of said section 895.2. The County, LACAHSa, and United Way agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The provisions of section 2778 of the California Civil Code are incorporated herein as if fully set forth.

IN WITNESS WHEREOF, the Parties as authorized representatives of United Way of Greater Los Angeles, the Los Angeles County Affordable Housing Solutions Agency, and the Los Angeles County Executive Office of the Board of Supervisors, Commission Services hereto have caused this MOU to be executed, as follows:

United Way of Greater Los Angeles

By: _____
Tommy Newman
Vice President of
Engagement and Activation

Date:

Los Angeles County Affordable Housing Solutions Agency

By: _____
Holly J. Mitchell
Chair

Date:

ATTACHMENT A

Executive Office of the Board of Supervisors, Commission Services County of Los Angeles

By: _____
Celia Zavala
Executive Officer

Date:

APPROVED AS TO FORM:

Office of County Counsel
Dawyn R. Harrison
County Counsel

By: _____
Deputy County Counsel