AMENDMENT NUMBER EIGHT TO LETTER OF AGREEMENT FOR MULTIDISCIPLINARY STREET-BASED ENGAGEMENT SERVICES

This Amendment Number Eight to the Letter of Agreement for Multidisciplinary Street-Based Engagement Services with an execution date of June 27, 2018 (hereinafter "Agreement"), is made and entered into this____ day of _______, 2023 ("Amendment Seven Effective Date") by and between the County of Los Angeles (hereinafter "County") and the Los Angeles County Metropolitan Transportation Authority (hereinafter "Metro"). The County and Metro are each individually a "Party" and collectively the "Parties" to this Agreement.

RECITALS

WHEREAS, in February 2016, the County's Board of Supervisors (Board) approved 47 strategies for the Los Angeles County Homeless Initiative (Homeless Initiative), directing the County, Los Angeles Homeless Services Authority (LAHSA), and Community Based Organizations (CBOs), to develop and implement a plan to leverage outreach efforts and create a countywide network of multidisciplinary, integrated street-based teams to identify, engage and connect, or re-connect, homeless individuals to interim and/or permanent housing and supportive services. A pilot program utilizing "County-City-Community" ("C3") teams was deployed to engage individuals living on Skid Row, and on September 2016, the Board expanded the pilot program; and

WHEREAS, in response to the Homeless Initiative and in support of the pilot program expansion, on October 2016, Metro's Board of Directors directed its Chief Executive Officer to provide funding towards the deployment of two (2) C3 homeless outreach teams to provide multidisciplinary street-based engagement services (field-based services) exclusively to the Metro Red Line, and take all actions necessary to transfer the funds to the County to administer the program, in coordination with the implementation of the Homeless Initiative. On February 21, 2017, the Board delegated authority to the Los Angeles County, Director of Health Services to accept funding from participating funders including government, non-profit, and private organizations; and

WHEREAS, in April 2017, Metro and the Los Angeles County, Department of Health Services entered into the first Letter of Agreement for Multidisciplinary Street-Based Engagement Services, in the amount of \$1,200,000 to deploy two (2) C3 homeless outreach teams for twelve (12) months and engage persons that turn to the Metro Red Line and property for alternative shelter; and

WHEREAS, in May 2018, Metro's Board of Directors directed its Chief Executive Officer to provide funding to expand the C3 homeless outreach teams from two (2) to eight (8) teams on the Metro rail, bus, and Union Station. Metro and the Los Angeles County, Department of Health Services entered into their second Letter of Agreement for Multidisciplinary Street-Based Engagement Services, dated June 27, 2018 to provide

services from July 1, 2018 through June 30, 2019 in the amount of \$4,940,000, which was amended by that certain Amendment No. 1, dated June 19, 2019, to continue services through June 30, 2021, and increase the funding by \$9,880,000 for a total funding amount not to exceed \$14,820,000; and

WHEREAS, in March 2021, Metro and the Los Angeles County, Department of Health Services entered into Amendment No. 2 to establish a four (4) month homeless shelter bed pilot program, thereby increasing funding for the Agreement by \$1,500,000 for a not-to-exceed total of \$16,320,000. The pilot program includes adding staff (five (5) Generalist and one (1) Supervisor) to enhance homeless outreach teams, providing up to eighty interim housing beds throughout Los Angeles County, properly document, track and submit monthly data reports, to properly submit complete monthly invoices of the actual costs incurred, and to properly document deployments; and

WHEREAS, in June 2021, Metro and the Los Angeles County, Department of Health Services entered into Amendment No. 3 to extend the Term of the Agreement through June 30, 2023, and increase the funding by \$9,880,000 for a total amount not-to-exceed \$26,200,000; and

WHEREAS, in November 2021, Metro and the County entered into Amendment No. 4 to amend the Agreement to increase the funding by \$1,250,000 for a total amount not-to-exceed \$27,450,000; and

WHEREAS, in February 2022, Metro and the County entered into Amendment No. 5 to amend the Agreement to increase the funding by \$1,470,000 for a total amount not-to-exceed \$28,920,000; and

WHEREAS, in February 2023, Metro and the County entered into Amendment No. 6 to amend the Agreement to expand the scope of services and to reallocate funding; and

WHEREAS, in June 2023, Metro and the County entered into Amendment No. 7 to amend the Agreement to expand the scope of services, to reallocate funding and extend the period of performance to August 31, 2023; and

WHEREAS, the Parties desire to enter into this Amendment No. 8 to amend the Agreement to extend the Term of the Agreement through June 30, 2027, and increase the funding by \$63,934,200 for a total amount not to exceed \$92,854,200.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties hereby agree as follows:

AGREEMENT

1. Section 1 – <u>Term of Agreement</u>, is hereby deleted in its entirety and replaced as follows:

"1. <u>Term of Agreement and Period of Performance</u>: The term of this Agreement begins on July 1, 2018 and remains in place through June 30, 2027.

The Period of Performance of this Agreement shall be as follows:

Up to twenty-four (24) C3 Homeless Outreach Teams – September 1, 2023 through June 30, 2027.

Up to 150 (one-hundred and fifty) dedicated Interim Housing Beds – September 1, 2023 through June 30, 2027.

Eighty (80) Interim Housing Beds – July 1, 2021 through June 30, 2022.

Five (5) Generalist Outreach workers, One (1) Supervisor and Eighty (80) Interim Housing Beds – March 1, 2021 through June 30, 2021.

Up to 150 (one-hundred and fifty) dedicated Interim Housing Beds – January 1, 2023 through August 31, 2023.

The Parties may, by mutual written consent, execute another Amendment to extend the term of Agreement and period of performance."

- 2. Section 2 <u>Purpose of Funds</u>, is hereby deleted in its entirety and replaced as follows:
 - "2. Purpose of Funds: The County shall use \$85,596,000 of the \$92,854,200 for SHSMA work order(s) with County contractor(s) who will provide:
- A. Up to twenty-four (24) multidisciplinary outreach teams that will each provide field-based engagement/outreach services Monday through Sunday between the hours of 3am 6pm at varying shifts, County recognized holidays excepted, for homeless individuals living in and around the Metro system as defined by Metro. The Parties may, by mutual written consent, modify the days of the week and/or time that the field-based engagement/outreach services are to be provided by the multidisciplinary outreach teams.
- B. Enhanced homeless outreach teams and related mental health, addiction, nursing, and other specialists, including peer navigators and other services required to serve individuals and families experiencing homelessness.
- C. Up to 150 interim housing/crisis shelter beds that will include supportive case management services and full wrap-around care for families and individuals in congregate or single occupancy sites around Los Angeles County at the approval of Metro. The interim housing program will serve as stabilization beds for Metro's MDT

client referrals and will provide a direct linkage to permanent housing, a higher level of care or other interim housing programs operated by the County of Los Angeles. The interim housing partnerships will be operational and be available for client referrals for 24 hours a day, 7 days a week, including holidays.

The County shall obtain Metro's written consent prior to issuing SHSMA work orders to perform work pursuant to this Agreement. Further, the County will bill Metro at a rate not to exceed 5% of total work order costs for administering this program from July 1, 2018, through June 30, 2022. Beginning July 1, 2022, the County will bill Metro at a rate not to exceed 10% of total work order costs for administering this program.

The Parties may, by mutual written consent, execute another Amendment to reallocate and/or additional funds. For purposes of budgetary planning, the following shall constitute the maximum funding compensated for each term:

Term	SHSMA Work Orders	Administrative Costs	Total
7/1/18- 6/30/19	\$2,515,070	\$100,766	\$2,615,836
7/1/19- 6/30/20	\$3,669,344	\$247,000	\$3,916,344
7/1/20- 6/30/21	\$4,765,294	\$276,076	\$5,041,370
7/1/21- 6/30/22	\$7,088,956	\$247,000	\$7,335,956
7/1/22- 6/30/23	\$6,444,129	\$644,413	\$7,088,542
7/1/23-8/31/23	\$2,656,320	\$265,632	\$2,921,952
9/1/23 – 6/30/24	\$14,409,000	\$1,440,900	\$15,849,900
7/1/24 – 6/30/25	\$14,571,000	\$1,457,100	\$16,028,100
7/1/25 – 6/30/26	\$14,571,000	\$1,457,100	\$16,028,100
7/1/26 – 6/30/27	\$14,571,000	\$1,457,100	\$16,028,100
Total	\$85,261,113	\$7,593,087	\$92,854,200

The funding shall not exceed the total contract value of \$92,854,000 for the term of the Agreement. Work Orders and Budgets will be agreed upon by the Parties. Any unspent funds can be allocated for services in future budget years with written notification of the Parties.

3. Except as expressly amended hereby, the Letter of Agreement for Multidisciplinary

Street-Based Engagement Services, Amendment Number One, Amendment Number Two, Amendment Number Three, Amendment Number Four, Amendment Number Five, and Amendment Number Six remain in full force and effect as originally executed. All rights and obligations of the parties under the Letter of Agreement, Amendment Number One, Amendment Number Two, and Amendment Number Three, Amendment Number Four, Amendment Number Five, Amendment Number Six, and Amendment Number Seven that are not expressly amended by this Amendment shall remain unchanged by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and the Los Angeles County Metropolitan Transportation Authority on its behalf by its duly authorized officer, on the day, month, and year first above written.

LOS ANGELES COUNTY METROPOLITAN COUNTY OF LOS ANGELES TRANSPORTATION AUTHORITY