

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
BEACH CITIES REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF LOS
ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITIES' CASE
MANAGEMENT PROJECT**

This Memorandum of Understanding ("MOU") dated as of the 1st_ of January 2022, is between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and the Beach Cities (defined as, Manhattan Beach, El Segundo, Hermosa Beach, and Redondo Beach)("Cities"), chartered municipal corporations, (collectively, the "Parties").

RECITALS

- A. On July 13, 2021, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2021-22 Homeless Initiative Funding Recommendations, which included funding for COGs in Homeless Initiative Strategy E7: Strengthen the Coordinated Entry System, for (1) Regional Homelessness Coordination and (2) Innovation. The South Bay Cities COG (SBCCOG) was awarded \$1,905,000 for 18 months from January 1, 2022 through June 30, 2023.
- B. The SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In August 2021, Manhattan Beach, acting as the lead city, submitted a proposal to SBCCOG to obtain funding for its Beach Cities Case Management Project.
- D. It is anticipated that in December 2021, the SBCCOG and the County of Los Angeles will enter into a contract with respect to use of the Innovation Grant Funds for 6 months only (Contract Number AO-20-600 (Exhibit 1 Statement of Work: Innovation Funds).)
- E. The SBCCOG awarded the Cities \$216,000 for 18 months of its Innovation Grant Funds to be used on the Cities' two Homeless Case Managers (the "Grant Funds"). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the Cities hereto agree as follows:

I. TERM:

This MOU shall be effective as of January 1, 2022, and shall remain in full force and effect until June 30, 2023 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit 1 Statement of Work Task 5: Innovation Funds as agreed to by the County of Los Angeles and the SBCCOG). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$70,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$146,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.

II. CITY RESPONSIBILITIES:

- A. The Cities shall use the Grant Funds to fund two Homeless Case Managers as set forth in the Scope of Work, which is attached hereto as Exhibit 1.
- B. The Cities shall determine an outreach plan in accordance with Exhibit I.
- C. The Cities shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 1.
- D. The Cities shall provide an existing City staff representative from each City to coordinate regional homeless efforts. The City staff representatives are collectively referred to as the “Cities Implementation Team.”
- E. Manhattan Beach will be the lead agency in respect to contracting with the County for the Grant Funds and administration of the Grant Funds. Manhattan Beach will process/submit reimbursement requests to the SBCCOG, and submit quarterly and final reports to the County.
- F. The Cities hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the SBCCOG to the Cities pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- G. The Cities shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG shall monitor the Cities’ Case Management Project to ensure the timeliness of deliverables in accordance with Exhibit 1.

- B. The SBCCOG shall provide the Cities with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. The SBCCOG shall reimburse the lead agency (City of Manhattan Beach) on a monthly basis for Tranche 1 expenses amounting to \$70,000 in the period of January 1, 2022 – June 30, 2022. If Tranche 2 expenses amounting to \$146,000 in the period of July 1, 2022 – June 30, 2023 is extended by the County to the SBCCOG, the SBCCOG shall reimburse Tranche 2 expenses on a monthly basis as well.
- D. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.
- E. The SBCCOG shall not be responsible for payment to the Cities for Tranche 2 if the SBCCOG contract with the County is not extended.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

V. MISCELLANEOUS:

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.

- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. The SBCCOG and the Cities hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.
- E. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.
- F. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

South Bay Cities Council of Governments:

South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501
Attn: Jacki Bacharach

Beach Cities:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266
Attn: George Gabriel

- H. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- I. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- J. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.

- K. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- L. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Drew Boyles, SBCCOG Chair

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

CITY OF MANHATTAN BEACH

By: _____ Date: _____
Hildy Stern, Mayor

ATTEST:

By: _____
Bruce Moe, City Manager

CITY OF EL SEGUNDO

By: _____
Drew Boyles, Mayor

Date: _____

ATTEST:

By: _____
Scott Mitnick, City Manager

CITY OF HERMOSA BEACH

By: _____
Michael Detoy, Mayor

Date: _____

ATTEST:

By: _____
Suja Lowenthal, City Manager

CITY OF REDONDO BEACH

By: _____
Bill Brand, Mayor

Date: _____

ATTEST:

By: _____
Mike Witzansky, City Manager

Exhibit 1: Task 5 of the SBCCOG SOW with Los Angeles County

Deliverables and Pricing for Tranche 1. Tranche 2 Deliverables and Pricing Addendum to be added if SBCCOG contract with Los Angeles County is extended to June 30, 2023.

Task 5: Beach Cities Dedicated Case Management Services (Priority Area 2)		
<p>Program Description: Manhattan Beach will serve as the lead city in this multi-jurisdictional program to provide consistent case management, decrease burden of homeless calls to police, have closer linkage between outreach activity and city stakeholders, and increase housing placements for cities of El Segundo, Manhattan Beach, Hermosa Beach, and Redondo Beach). This MOU will provide funding for two full-time case managers to provide this additional coverage.</p> <p>Potential risks and mitigation plans: Labor supply competition. Mitigation: Consider creating regional Labor Pool Funds to benchmark starting salaries to LAHSA.</p>		
	Deliverables/Performance Targets	Timeline
5.a	Signed contract with service provider(s)	January 2022
5.b	Hire Case Managers if not already hired	February 2022
5.c	Complete the Training Program Design (include abundant case studies) or utilize service provider training program.	February 2022
5.d	Conduct Staff Training – 2 Weeks Intensive Training including shadowing a service provider, or as prescribed by service provider	Feb/Mar. 2022
5.e	Finalize an Outreach Plan if needed	March 2022
5.f	Maintain a client ratio of 1:25 (Case Manager to Clients)	March 2022
5.g	Complete Housing Plans for all clients including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, and legal aid (background checks and credit checks)	To be reported in Quarterly Reports
5.h	Complete Behavioral Health Plans for all cases (mental health, substance abuse, IHSS, medication administration plan, Medi-Cal)	Ongoing
5.i	<p>Quarterly Report detailing metrics and outcomes, progress on behavioral health plans, and progress on participants' housing timeline – including anticipated housing dates. Other data, including demographic data and service linkages should be queryable in HMIS by SBCCOG.</p> <ul style="list-style-type: none"> • At least 50 unduplicated clients are serviced in outreach. • At least 30 unduplicated clients are added to CES • At least 30 unduplicated clients receive case management services • At least 20 unduplicated clients are housed in interim housing • At least 8 unduplicated clients are permanently housed (include destinations: emergency housing voucher, rapid rehousing, reunification, permanent supportive housing, etc.) 	Quarterly Contract Period

TASK 5: Beach Cities Dedicated Case Managers Project

OPERATIONS COSTS	
Outreach/Navigators (2 FTE) and admin - Subcontract	\$70,000
PROGRAM OPERATIONS COSTS	\$70,000
TOTAL PROGRAM COSTS	\$70,000

DRAFT