

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
CITY OF TORRANCE REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF
LOS ANGELES INNOVATION GRANT FUNDS TO DEVELOP THE CITY'S
HOMELESSNESS PLAN**

This Memorandum of Understanding ("MOU") dated as of the ___ of _____ 2020, is between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and the City of Torrance ("City"), a chartered municipal corporation, (collectively, the "Parties").

RECITALS

- A. In 2019, the County of Los Angeles allocated approximately six million dollars of Innovation Grant Funds to be used to assist the homeless population within Los Angeles County. The SBCCOG was allocated \$739,685 of Innovation Grant Funds based on the percentage of homelessness in the region.
- B. In November 2019, the SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In December 2019, City submitted a proposal to SBCCOG to obtain partial funding to develop a Homelessness Plan and retain the contract services of a Homeless Coordinator to provide outreach and case management services.
- D. In February 2020, the SBCCOG and the County of Los Angeles entered into a contract with respect to use of the Innovation Grant Funds (Contract Number AO-20-600 (Exhibit A Statement of Work Task 4: Innovation Funds)).
- E. The SBCCOG awarded the City \$50,000 of its Innovation Grant Funds to be used on the development of the City's Homelessness Plan (the "Grant Funds").
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds for the City's Homelessness Plan.

AGREEMENT

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

I. TERM:

This MOU shall be effective as of July 1, 2020 and shall remain in full force and effect until June 30, 2021 ("Term"), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit A Statement of Work Task 4: Innovation Funds) as agreed to by the County of Los Angeles and the SBCCOG.

II. CITY RESPONSIBILITIES:

- A. City shall use the Grant Funds on development of a Homelessness Plan as set forth in the Scope of Work, which is attached hereto as Exhibit 1 and incorporated herein by reference.
- B. The City shall fulfill reporting requirements to SBCCOG in accordance with Exhibit 1.
- C. The City 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 City 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.
- D. The City 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 provide oversight of City Homelessness Plan to ensure the timeliness of deliverables in accordance with Exhibit 1.
- B. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. 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.

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 is 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 City 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 sent to the individuals identified for each entity. All notices may be delivered one of three ways:
 - in person,
 - via the United States mail, first class, postage prepaid, and addressed as below
 - via email listed below

South Bay Cities Council of Governments:

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

City of Torrance:

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503
Attn: Viet Hoang
vhoang@torranceca.gov

- 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: _____
Olivia Valentine, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

CITY OF TORRANCE

By: _____
Patrick J. Furey, Mayor

Date: _____

ATTEST:

By: _____
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Sullivan, City Attorney

APPROVED AS TO FORM:

By: _____
Risk Manager

Exhibit 1

Statement of Work Agreement City of Torrance Homelessness Plan

Overview

In 2016, the Torrance Social Services Commission developed a workplan that was received and filed by Torrance City Council in November 2016. The workplan has been the City's guiding document on program and practices for the City's work with their subject-matter jurisdiction: veterans, homeless population, adults with developmental disabilities, and children with special needs.

With the LA County Innovation Funds, the City of Torrance will be able to update the homeless plan to reflect the current environment of the community.

Goals of the Homelessness Plan

The following goals of this project include:

Goal One – An updated homeless plan will allow for the continued implementation of the existing Social Services Commission workplan, including the assessment of homeless populations, their dynamic needs, and opportunities to support these populations.

Goal Two - The number of people experiencing homelessness in Torrance has changed significantly between 2016 and 2019 Point-In-Time Homeless Counts. For example, the number of people experiencing unsheltered vehicular homelessness increased by 150%. The City plans to retain a Homeless Coordinator who can help the City understand its homeless community and assist in the development of a homeless plan that reflects the current challenges and opportunities.

Goal Three – Much of the City's efforts in addressing homelessness have been made in isolation. City Departments and staff often implement solutions that impact their immediate department, however, this approach has not allowed for a systematic approach in developing and deploying solutions. A formalized plan will provide a concerted, measurable effort that can continue to evolve as the population and its needs continue to evolve.

Goal Four – The City will use the intelligence from other cities in creating a stand-alone homeless plan for the City of Torrance that allows for greater responsiveness to the dynamic environment, including the nature of homelessness, laws impacting housing and homelessness, and funding available to make a meaningful impact.

Goal Five – The City plans to increase collaboration among South Bay cities in addressing homelessness and seek solutions that build on what cities already have in place. This will be done in coordination with the South Bay Cities Council of Governments.

Measurements of Success

The homelessness plan will have goals that are specific, measurable, attainable, realistic, and timely. The following are success areas to be measured:

- By-name list of homeless households in Torrance
- Reduce the number of people experiencing street homelessness in Torrance
- Number of new individuals enrolled into the Coordinated Entry System
- Number of individuals experiencing homelessness to be housing-ready
- Number of individuals experiencing homelessness connected to housing services

Scope of Project

TASK	RESPONSIBLE PARTY	PROPOSED TIMELINE
Community engagement meetings with residents, businesses, faith-based organizations, service organizations	City Staff Social Services Commission	Q2 and Q3
Conduct assessment of Torrance's community experiencing homelessness	Homeless Coordinator City Staff	Q3
Development of a Homelessness Plan	City Council City Staff Homeless Coordinator	Q4

The City of Torrance requests Innovation Funds in the amount of \$50,000 from the South Bay Cities Council of Governments for the development of the City's Homelessness Plan.

Exhibit 2

**State of California
GOVERNMENT CODE
Section 8355**

8355. (a) Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

(b) (1) The certification requirement set forth in subdivision (a) does not apply to a credit card purchase of goods of two thousand five hundred dollars (\$2,500) or less.

(2) The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars (\$7,500) per year for each company from which a state agency is purchasing goods by credit card. It shall be the responsibility of each state agency to monitor the use of this exemption and adhere to these restrictions on these purchases.

(Amended by Stats. 2005, Ch. 381, Sec. 1. Effective January 1, 2006.)