

South Bay Cities Council of Governments

May 22, 2025

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

SUBJECT: Approval for Measure A MOU Template for Cities and Providers

BACKGROUND

The SBCCOG Homeless team is working concurrently with LA County, LACAHSA, and our Cities/Providers to activate Measure A programs by July 1. Because of this short timeline, we would like the Steering Committee to approve the enclosed Memorandum of Understanding Template. This Template will be used to contract with Cities and Providers for Measure A funding.

We will send this Template out to Cities/Providers as soon as possible so that they can begin reviewing. Once we have received all edits, including any edits from the County or LACAHSA, we will return the finalized MOUs for Board approval on the June Board meeting.

ACTION

Recommend Board approval of the MOU template for projects identified and approved in the Measure A budget and distribution to SBCCOG City/Partners.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
[ORGANIZATION/CITY] REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF LOS
ANGELES MEASURE A FUNDS.

This Memorandum of Understanding (“MOU”) dated as of the 1st of July 2025, is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and CITY/ORGANIZATION (“City/Provider/Consultant”), a chartered municipal corporation, (collectively, the “Parties”).

RECITALS

- A. As a regional administrator, the SBCCOG receives homelessness funding, including the November 5, 2024, Los Angeles County voters approved Measure A half-cent sales tax which repealed and replaced Measure H. Measure A provides continuous funding to address homelessness with housing and services.
- B. As part of the Measure A requirements, in May of 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula, which is based 90% on a region’s Point-in-Time Homeless Count (2-year average) and 10% on a region’s low-income population percentage. Based on this formula, the SBCCOG is projected to receive \$3,048,204 in the first year (FY25/26). Because the SBCCOG has outperformed most other regions in Los Angeles County in resolving instances of homelessness, the SBCCOG anticipates our region’s LSF funding will decrease over time due to the homeless count component of the funding formula.
- C. Due to the modest amount of homeless services funding it receives, the SBCCOG has budgeted the majority of its funds into programs that all of our cities can participate in, including but not limited to:
 - a. Financial and Rental Assistance (application fees, security deposits, and other just-in-time funding)
 - b. SHARE! Housing to Employment (group homes)
 - c. Motel and SRO Bed Leasing
 - d. Housing Specialist (landlord engagement)
 - e. Time Limited Subsidies (new)
- D. In addition to these shared services, the SBCCOG Board of Directors will also approve City-specific program allocations using LSF funding and other Measure A funding.
- E. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to program funding allocated solely to [CITY/ORGANIZATION].

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, 2025, and shall remain in full force and effect until December 31, 2030 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number **[TO BE DETERMINED]** (Exhibit 1 County Contract). This MOU is contingent upon SBCCOG receiving funding from Los Angeles County, and is subject to review during each funding year of the term. In the event that funding from the County is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG.

II. CITY RESPONSIBILITIES:

- A. The City shall use the allocated funding in adherence with the Scope of Work in Exhibit 2.
- B. The City shall adhere to the budget specified in Exhibit 2
- C. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 3.
- D. 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 Measure A 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.
- E. 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 will make available to the City the budget amount specified in Exhibit 2.
- B. The SBCCOG shall monitor the City’s Program for adherence to Exhibit 2.

- C. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibit 3.
- 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.

IV. FUTURE PROGRAMS:

- A. The Parties may attach Amendments to this MOU to modify, subtract or add programs, subject to the Parties approval.

V. 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.

VI. 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. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

E. 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. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received.

South Bay Cities Council of Governments:	City of Torrance (as example):
<p>South Bay Cities Council of Governments 357 Van Ness Way, Suite 110 Torrance, CA 90501 Attn: Jacki Bacharach Jacki@southbaycities.org</p>	<p>City of Torrance 3031 Torrance Boulevard Torrance, CA 90503 Attn: Viet Hoang vhoang@torranceca.gov</p>

F. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

G. 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.

H. 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.

I. Provider/City shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Provider, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general

liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

- J. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Provider agrees that it will not cancel, reduce or otherwise modify the insurance coverage.
- K. All policies of insurance shall cover the obligations of Provider pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.
- L. Provider shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.
- 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: _____
Rodney Tanaka, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

[CITY]

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT 1: COUNTY CONTRACT

To be added following review and finalization by the County and SBCCOG Board of Directors

EXHIBIT 2: PROGRAM NAME

I. SCOPE OF WORK

Program Budget:

Program Description: The program will provide interim shelter and services for those experiencing homelessness. This includes maintaining a safe, cleanly site as well as everyday operations. Included below is the expected Scope of Work (SOW) for the City as required by this MOU and the County Contract.

Table 1. Detailed Scope of Work

Scope of Work	Expected Tasks
Improvements and Maintenance.	<p>As units age and turnover, the City of Torrance will complete improvements and maintenance for this temporary housing resource. This includes the following:</p> <ul style="list-style-type: none">- Repair, replacement, and installation of shelter and support unit components such as windows, doors, shelves, etc.;- Ongoing site maintenance to prevent the need for replacement parts;- Pest control;- Sanitizing of shelter units upon turnover in cases where normal sanitation protocol is insufficient (e.g., disposal of hazardous waste, fumigation due to infestation)- Staffing costs associated with the above activities (City Staff and/or outside vendors)
Site Operations	<p>Expected tasks to for site operations includes the following includes meals, utilities, and trash.</p> <p>The City of Torrance anticipates an award from the Cities and Councils of Government Interim Housing Services Fund from (CCOGIHS) and an award from the State of California Grant Year 2023 Permanent Local Housing Allocation Grant (PLHA), that will be used to cover the majority of operations costs. This funding from this MOU will fill any remaining operations gaps.</p>

II. REPORTING

A. Key Performance Indicators (KPIs)

The City's program will be evaluated on the KPIs as outlined in the County Contract. The City will report on these metrics quarterly for each fiscal year this MOU is active.

Table 2. Key Performance Indicators

Scope of Work	Key Performance Indicators	Target Outcome	Timeline
Improvements and Maintenance	Completion/reopening of beds following turnover	3	Quarterly
	Number of operating beds	40	Quarterly
	Number of PEH placed in IH	5	Quarterly
Site Operations	Number of PEH placed in PH	3	Quarterly
	Monthly Occupancy	36	Quarterly

B. Supplemental Quarterly Reporting Metrics

In addition, City's Quarterly Report will include additional metrics and outcomes (Table 2), including progress on behavioral health plans, participants' housing timeline, including any anticipated housing dates. Other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the COG monitor the program's progress and aid the operations where needed to ensure that metrics are met. The SBCCOG will work with the City to gather this information in a flexible and not burdensome manner.

Table 3. Supplemental Quarterly Reporting Metrics

Additional Quarterly Reporting Data	Details
Year to Date (YTD) number of PEH placed in IH	Cumulative number of individuals placed in available motel and/or SRO units to date (as of reporting)
Year to Date (YTD) number of PEH graduated to permanent housing	Cumulative number of individuals who exit from motel/SRO to a permanent housing situation to date (as of reporting)
Number of clients serviced at site	Unduplicated clients served (i.e., receiving services) at the site per quarter
Number of clients added to CES	Unduplicated clients added to CES per quarter
Number of housing and services plans completed	Unduplicated clients who have completed housing and services plans per quarter
Number of clients receiving Housing Navigation services	Unduplicated clients currently enrolled and receiving Housing Navigation Services per quarter

Number of eligible clients with a behavioral health plan	Unduplicated clients with a mental or behavioral health condition with a behavioral health plan per quarter
Number of eligible clients receiving behavioral health services	Unduplicated clients with a mental or behavioral health condition currently receiving behavioral health services per quarter
Number of exits back to the streets and the reasons	Unduplicated clients who have exited the Interim Shelter to the streets (i.e., not to other interim housing or permanent housing) and the affiliated reason for exit
Notes and success stories	What action steps have you taken to ensure the program's KPIs are achieved? What is working? What are 3 challenges?

C. Additional Data Needs

As part of SBCCOG's Functional Zero program, the SBCCOG may request additional data points to create reports to advocate housing, income and shelter resources to our cities. Data points will include, but are not limited to:

- How long the client has been in their city
- Inflow/Outflow of street homeless individuals and families in the service areas
- Demographic characteristics such as:
 - Race/Ethnicity
 - Income Levels
 - Veteran Status
 - Age
- Point of Contact
- Off-Street Housing Attainment
 - Shelters
 - Hotels/Motels
 - Transitional Housing
 - Shared or Bridge Housing
 - Skilled Nursing Homes
 - Problem Solving
- Detox/Substance Use Treatment/Rehabilitation
- Mental Health Service Referrals
- Other additional information that can provide actionable data outcomes

The SBCCOG will work with the City/Service Provider to gather this information in a flexible and not burdensome manner.

D. Co-Investments

As part of the County Local Solutions program, the County would like to know what co-investments cities have made to supplement the County's funding of each specific program. At the end of the annual program, please describe the co-investments the City has made. This could be in the form of funding, staffing, resources, land, local legislation, etc. Please include the budgeted costs incurred by the city, and the funding source if applicable.

Outside of this particular Local Solutions program, the County would like to know any additional investments the city has made to increase pathways to housing. Please describe these investments, the key metrics (i.e. 20 Project Homekey Beds), costs, and source of funding.

D. Recommended Pay Scale

The SBCCOG is recommending for all its contracts, the following benchmark on pay for these positions:

- Peer support specialist: \$45,000 - \$55,000
- Case manager: \$55,000 - \$72,000
- Intensive case manager (ICMS): \$55,000 - \$78,000
- Program supervisors: \$65,000 - \$80,000
- Program manager: \$75,000 - \$87,000
- Un-Licensed Clinical Social Worker: \$72,000 - \$92,000
- Licensed Clinical Social Worker: \$105,000 - \$150,000