

South Bay Cities Council of Governments

May 22, 2025

TO: SBCCOG Board of Directors

FROM: Jacki Bacharach, SBCCOG Executive Director
Ronson Chu, SBCCOG Senior Project Manager for Homeless Services

SUBJECT: Approval of St. Margaret's Center (SMC) Time Limited Subsidy (TLS) Contract and Prepayment

BACKGROUND

At the June 2023 SBCCOG Board Meeting, the Board approved the Local Solutions budget, including roughly \$500,000 for the Time Limited Subsidy Program. In the SBCCOG's current Local Solutions contract with Los Angeles County, approved by the Board of Directors, the Time Limited Subsidy (TLS) program is designed to provide up to 12 months of rental assistance for individuals or households experiencing or at risk of homelessness. On April 25th, 2024, the Board of Directors approved the Memorandum of Understanding for the TLS program. As Measure H is phasing out as Measure A is implemented, we have allocated Measure H carryover funding to continue supporting this program. On April 14th, 2025, the SBCCOG Steering Committee approved the Measure H carryover budget of approximately \$800,000 for the TLS program. Currently, the City of Torrance and the Watts Labor Community Action Committee are the only entities contracted to access this program funding. SBCCOG staff have been working to onboard other partner organizations so that more South Bay residents in need can access this rental assistance.

Catholic Charities of Los Angeles, Inc./St. Margaret's Center (SMC) is one of our partner organizations that is being onboarded to the program. The SBCCOG currently contracts with SMC to provide housing navigation and case management in Inglewood, Del Aire, Lawndale, Lennox, Westmont/West Athens, and Alondra Park. Due to the freeze on LAHSA TLS resources, SMC's participation in the SBCCOG's TLS program is critical to increasing housing placements and further reducing homelessness in the region.

The recommended actions included in this memo will enable SMC to access the SBCCOG TLS program, with an initial \$25,000 in pre-payment TLS rental assistance as they do not have the cash flow to front load the payments. We expect that additional jurisdictions and service providers can still be signed on to participate in the TLS program and access funding, which we anticipate can house around 20-30 people.

RECOMMENDATION

The SBCCOG staff recommends that the Board approve the following:

1. Execution of the attached MOU with SMC to utilize the Time Limited Subsidies program
2. Disbursing \$25,000 in TLS funds for SMC as a pre-payment for cash flow purposes
3. Invoicing the County for \$25,000



Catholic
Charities
of Los Angeles, Inc.

Archbishop José H. Gomez
Chairman of the Board

Reverend Monsignor Gregory A. Cox
Executive Director

April 30, 2025

1531 James M. Wood Boulevard
Los Angeles, CA 90015-1112
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www.CatholicCharitiesLA.org

Mr. Ronson Chu
Senior Project Manager, Homeless Services
South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501

Dear Mr. Chu:

Catholic Charities of Los Angeles, Inc. is pleased to submit the signed MOU/Agreement for the Time-Limited Subsidy (TLS) Reimbursement Program.

We thank you for your support and look forward to continuing our partnership with the South Bay Cities Council of Governments to provide life-changing services to needy South Bay households.

If you have any questions, please do not hesitate to contact Mary Agnes Erlandson, St. Margaret's Center Director, at maerlandson@ccharities.org or Jonathan Said, St. Margaret's Center's Homeless Services Manager, at jsaid@ccharities.org.

Sincerely,

Rev. Monsignor Gregory A. Cox
Executive Director



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND
CATHOLIC CHARITIES OF LOS ANGELES, INC./ST. MARGARET’S CENTER
REGARDING THE USE OF THE TIME-LIMITED SUBSIDY (TLS)
REIMBURSEMENT.**

This Memorandum of Understanding (“MOU”) is between the South Bay Cities Council of Governments (“SBCCOG”), a joint powers authority, and Catholic Charities of Los Angeles, Inc./St. Margaret’s Center (“Service Provider”), a nonprofit corporation (collectively, the “Parties”).

RECITALS

- A. On May 3, 2022, the Board of Supervisors unanimously approved a motion to implement the New Framework to End Homelessness in Los Angeles County which included an increase of co-investment opportunities for cities and Councils of Governments (Local Jurisdiction). With this Local Jurisdiction funding, the SBCCOG was awarded roughly \$2 million a year through June 30, 2027.
- B. On an annual basis, the SBCCOG convenes homeless staff of its 16 cities and Supervisor Districts to review the Local Jurisdiction funding plan and solicit feedback. On June 22, 2023, the SBCCOG Board of Directors approved the Local Jurisdiction funding plan, now referred to as Local Solutions funding plan, which designated \$500,000 for a Time-Limited Subsidy Reimbursement Program.
- C. The Service Provider has indicated to SBCCOG that it would like to seek reimbursement for TLS services that the Service Provider provides to its clients.
- D. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the SBCCOG Time-Limited Subsidy Program.

AGREEMENT

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

I. TERM:

This MOU shall be effective as of May 1, 2025, and shall remain in full force and effect until June 30, 2027 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number HI-23-002 (Exhibit 1 County Local Jurisdiction Contract). This MOU is contingent upon SBCCOG receiving funding from Los Angeles County.

II. SERVICE PROVIDER RESPONSIBILITIES:

- A. The Service Provider will oversee the timely rental subsidy payment to the property owner.

- B. The Service Provider will invoice SBCCOG on a monthly basis for payments made on behalf of the client to the property owner.
- C. The Service Provider shall adhere to the Program Guidelines and Program Rules in Exhibit 2.
- D. The Service Provider shall fulfill requirements for rental pricing, housing plan performance, and reporting in accordance with Exhibit 3.
- E. The Service Provider, if given prepayment of funds, shall adhere to the Prepayment Guidelines in Exhibit 4.
- F. The Service Provider 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 program funds to be transferred by the County to the SBCCOG to the Service Provider pursuant to this MOU and Exhibit 1, and will not use the program 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 Service Provider shall maintain records related to the program operation and use of program funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.
- H. The Service Provider will maintain the relationship with the underlying property owner. The Service Provider will oversee that the client is abiding by applicable Exhibit 2 Program Guidelines and Rules, HOA Guidelines, and other rules and regulations of the program, service provider, and property owner. The SBCCOG will not be a party to any underlying rental transaction nor a party of any agreement between the property owner, client, and service provider.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG will reimburse to Catholic Charities of Los Angeles, Inc./St. Margaret's Center an amount not to exceed the rental pricing requirements in Exhibit 3.
- B. As TLS is in conjunction as a resource to the standalone Housing Focused Case Management programs, SBCCOG will reimburse Catholic Charities of Los Angeles, Inc./St. Margaret's Center for administrative costs incurred at no more than a 10 percent administrative fee rate on submitted invoices.
- C. The SBCCOG shall monitor the Service Provider's execution of the Time-Limited Subsidy Program to ensure compliance with Guidelines, Rules, and Deliverables.
- D. The SBCCOG shall provide the Service Provider with a reporting template format for the submission of quarterly reports in accordance with Exhibit 3.

- E. The SBCCOG shall maintain records related to the program operation and use of program 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.

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 Service Provider 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 Service Provider 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: Catholic Charities of Los Angeles, Inc.:

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

Catholic Charities of Los Angeles, Inc.
1531 James M Wood Blvd
Los Angeles, CA 90017
Attn: Rev. Msgr. Gregory A. Cox

- 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. Provider 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.
- L. 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. Consultant agrees that it will not cancel, reduce, or otherwise modify the insurance coverage.

- M. All policies of insurance shall cover the obligations of Consultant 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.
- N. Consultant 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.
- O. 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.
- P. 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

CATHOLIC CHARITIES OF LOS ANGELES, INC.

By: Gregory A. Cox
Rev. Monsignor Gregory A. Cox, Executive Director

Date: 4/30/2025

EXHIBIT 1: COUNTY CONTRACT

EXHIBIT 2: PROGRAM GUIDELINES AND SUGGESTED RULES

EXHIBIT 3: RENTAL PRICING, PERFORMANCE, AND REPORTING REQUIREMENTS

EXHIBIT 4: PREPAYMENT GUIDELINES

EXHIBIT 1: COUNTY CONTRACT

Attached.

EXHIBIT 2: PROGRAM GUIDELINES AND SUGGESTED RULES

Program Guidelines

- 1) **Eligibility** – Prior to approval of the Time-limited Subsidy (TLS) reimbursement, Provider will schedule a case conference with SBCCOG to review participant housing plan. Participants must be in the Coordinated Entry System (CES) and must have a housing plan created by the case manager. The housing plan will include participant self-sufficiency goals in three-month increments, with financial independence goal no later than one year. Participants must be at an acuity level where they can be in the rooms unsupervised. The program is open to Adults, Families, Seniors, and Veterans as defined by the Coordinated Entry System. Participants must be in the SBCCOG jurisdiction.
- 2) **Reimbursement** – Program allows for providers to support client rent payments and seek reimbursement using the SBCCOG Local Solutions Fund. Providers must have proper documentation including receipts and lease agreements. Payments will be for reimbursements only. The SBCCOG will not have any direct relationship with the underlying lessor partner.
- 3) **Pricing** – Units rented must be priced at or below the Fair Market Rent (FMR) or Small Area Fair Market Rent (SAFMR) for the applicable Public Housing Authority (PHA) that has jurisdiction over the unit zip code.
- 4) **Duration** – Up to one year with three month evaluation intervals. Extensions will be on a case-by-case basis contingent on continued funding availability and participant progress in their housing plan. SBCCOG may also recommend subsidy step-downs. SBCCOG reserves the right to approve eligibility and grant extensions after consultation with the case worker.
- 5) **Check-ins** – Non-profit partners are required to have at least 2 check-ins with their TLS client per month. This check-in must be in person. Check-ins can include documented reporting of Housing Plan Progress, Document Readiness, Benefits Progress, Work Assessment, Credit Checks, and Budgeting among other relevant topics.
- 6) **Services** – In recognition that a successful housing plan may entail wrap-around services, providers shall address barriers to long-term self-sufficiency. Services that may be necessary include document services, transportation services, employment search, job interview preparation, and the pursuit of longer-term welfare support. The SBCCOG will receive reports from providers to confirm that necessary interventions are being provided.
- 7) **Furniture and Supplies** – For TLS housing, the SBCCOG's Client Aid Program will assist in the purchase of the bare necessities such as mattresses, microwaves, mini-fridge, fans, toilet paper, towels, dishes, and other welcome supplies. Providers must first make an effort to solicit their resources for these items before accessing the Client Aid Program. Purchases will be coordinated through CES furniture providers when possible.

EXHIBIT 3: RENTAL PRICING, PERFORMANCE, AND REPORTING REQUIREMENTS

Pricing

Proposed Service Provider selected unit rents cannot exceed local Public Housing Authority (PHA) Fair Market Rent (FMR) standards or Small Area Fair Market Rent (SAFMR).

Sample table below for Redondo Beach PHA as of 02/01/2024:

Unit Type	90277	90278
SRO	\$1,500	\$1,500
Efficiency	\$2,261	\$2,062
1-Bedroom	\$2,546	\$2,328
2-Bedroom	\$3,230	\$2,955
3-Bedroom	\$4,142	\$3,791
4-Bedroom	\$4,570	\$4,180

Invoicing will occur quarterly, by the 15th of the following month. For rental units, Service Provider must provide the lease and lease payment receipt or invoice from landlord as documentation of the transaction.

Program Performance – Sample Housing Plan

All participants must have a housing plan. See sample housing plan below:

Target	3 months	6 months	9 months	12 months
Reduce rent subsidy to zero at or before the end of 12 months	Client achieves 25% of their housing plan. (ie. Finishes resume and begins applying for jobs)	Client achieves 50% of their housing plan (ie, Interviews and accepts jobs)	Client achieves 75% of their housing plan (ie. Begins work and collects first few paychecks)	Client achieves 100% of their housing plan and is self sufficient. (ie. Job and income stabilized)

Reporting

The Service Provider will provide a quarterly report which will detail the following metrics:

- Number of new people placed in the quarter
- Number of people graduated to self-sustenance
- Cumulative number of people placed
- Cumulative number of people graduated
- Notes and success stories
 - Report back on each client enrolled in TLS:
 - Note where each client is on their housing plan
 - Note successes and challenges
 - Preview next 3 months goals
 - Success stories

Additionally, as part of the evaluation of a participant's program eligibility, the SBCCOG may request the following information. This information will be used to assess ongoing eligibility as well as help fulfil requirements for Client Aid that may be needed support such as security deposits, application fees, or job related expenses.

For example, when a Case Manager requests a TLS, the SBCCOG will ask questions such as: what the barriers are to securing their own housing; does the individual exhibit any acuties; does the individual have income for food/transportation, etc.

Requested fields

- Case manager name
- Individual's first name
- HMIS ID (if known)
- Date of birth and or Year of birth
- Race and Ethnicity; Gender
- Service Provider of residence (from provided LAHSA SPA 8 Service Provider list)
- Housing status (Shelter, Street, RV/Vehicle, Couch Surfing, etc..)
- Length of homelessness
- Length of time in current Service Provider
- If less than one year, previous location
- Other organizations they are working with
- If family or friends can offer housing
- Monthly income; Income type/types
- Work status
- Eviction history
- Approximate credit score (if known, 300 - 850)
- If open to shared housing/If open to shelter (congregate, non-congregate)
- Pets
- EHV/Housing Voucher status, if applicable
- Needed documents
- Self-Assessed Physical impairment

- Self-Assessed Mental health impairment
- Case manager observation: “Acknowledging inability to diagnose, may mental health or behavioral health impair individual's ability to meet their housing and/or stability goals?”
- Substance use; Frequency of use; Effect of substance use on goals
- History of domestic violence
- Current legal concerns, if any
- History of Megan's Law

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

EXHIBIT 4: PREPAYMENT GUIDELINES

- A. The SBCCOG, by way of County invoicing, shall provide the Service Provider \$25,000 of prepayment funds. The Service Provider may request up to \$50,000 of prepayment funds in subsequent requests.
- B. Any prepayment of funds for this MOU shall be used towards the security deposit, monthly rent, and any move in costs approved by SBCCOG.
- C. All Program Guidelines in Exhibit 2 shall be followed.
- D. If the Service Provider seeks prepayment funds, the Service Provider will provide participant lease agreements, monthly invoicing showing deductions against the prepayment balance, payment receipts from landlord/property manager
- E. The Service Provider shall notify SBCCOG one month prior to spending 50 percent of their allocated prepayment funds. For example, if the Service Provider is given \$25,000 in prepaid TLS funding, the Service Provider will notify SBCCOG one month prior to spending down to \$12,500. When notified, SBCCOG will submit a new request to the County for additional prepayment funds for TLS.