

# South Bay Cities Council of Governments

August 28, 2025

TO: SBCCOG Board of Directors

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

SUBJECT: Review Homeless Services Contract Template Updates

As part of the July Board meeting motion, the Board requested a review of non-material changes to the contract template. The changes are primarily to comply with the contracts that the SBCCOG has signed with the county and LACAHS after the template was created.

Please see below for description of the contract template changes (using the Hawthorne Contract as the template):

## **MEMORANDUM OF UNDERSTANDING**

### **BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF HAWTHORNE REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF LOS ANGELES MEASURE A FUNDS.**

This Memorandum of Understanding ("MOU") created in 2025, is between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and the City of Hawthorne, 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funding, including the November 5, 2024, Los Angeles County voters approved Measure A half-cent sales tax which repealed and replaced Measure H. Measure A provides continuous funding to address homelessness with housing and services.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. On March 25, 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, 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. In addition, to LSF programming, the SBCCOG will receive funding from the Los Angeles County Affordable Housing Solutions Agency (LACAHSAs) as an eligible jurisdiction per SB 679. The SBCCOG anticipates roughly \$11 million annually in funding for (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; (3) technical assistance. With this programming, the SBCCOG expects to reduce the inflow of households into homelessness and make housing more affordable for vulnerable households.
- D. 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, time limited subsidies, 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. In addition to these shared services, the SBCCOG Board of Directors will also approve City-specific program allocations using LSF, LACAHSAs, and other funding sources (“Funders”)
- F. 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 the City of Hawthorne.

### **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 August 13, 2025, and shall remain in full force and effect until June 30, 2031 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number HI-25-018 (Exhibit 1 County Contract) and the LACAHSAs/SBCCOG Contract (Exhibit 2 LACAHSAs Contract). This MOU is contingent upon SBCCOG receiving funding from its Funders, and is subject to review during each funding year of the term. In the event that funding from the Funders is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG.

Note, different Scope of Works (“SOW”) in the Exhibits may have different SOW Start Dates. The SOW’s Start Date will govern the commencement of that SOW’s activity and billing. No activity shall be billed prior to the Start Date.

II. **CITY RESPONSIBILITIES:**

- A. The City shall use the allocated funding in adherence with the Scope of Work in Exhibit 3, 4, and any subsequent added or amended Scope of Work.
- B. The City shall adhere to the budget specified in Exhibit 3 and 4.
- C. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 3 and 4. Failure to comply with any invoicing, reporting requirements, and deadlines may result in forfeiture of reimbursement claims.
- 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/LACAHSA 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. Please see Exhibit 1 and 2 for County/LACAHSA Measure A requirements.
- 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 Exhibits 3 and 4.
- B. The SBCCOG shall monitor the City's Programs for adherence to Exhibits 3 and 4.
- C. The SBCCOG shall provide the City with a reporting template format for the submission of monthly reports in accordance with Exhibits 3 and 4.
- 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:**  
South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110

**City of Hawthorne:**  
City of Hawthorne  
4455 W 126<sup>th</sup> St, Hawthorne, CA 90250

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Attn: Jacki Bacharach  
[Jacki@southbaycities.org](mailto:Jacki@southbaycities.org)

Hawthorne, CA 90250  
Attn: Dulce Medina  
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- 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. The 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 City, 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 \$1,000,000.00; (4) worker's compensation insurance with a minimum limit of \$1,000,000.00 or the amount required by law, whichever is greater; and (5) comprehensive crime insurance with a minimum limit of \$1,000,000.00. 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. The City agrees that it will not cancel, reduce or otherwise modify the insurance coverage.
- K. All policies of insurance shall cover the obligations of the City 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. The City 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)**

RECOMMENDATION

Receive and file