

# South Bay Cities Council of Governments

July 24, 2025

TO: SBCCOG Board of Directors

FROM: SBCCOG Steering Committee

SUBJECT: Approval of Measure A Budget, County Local Solutions Fund (LSF) Contract, and the Los Angeles County Affordable Housing Solutions Agency (LACAHSa) Memorandum of Understanding (MOU)

## BACKGROUND

The SBCCOG Homelessness Program has been previously been funded by Measure H. The Los Angeles County CEO-HI administers a modest amount of this funding to cities and COGs through the Local Solutions Fund (LSF). CEO-HI has stated that Measure H is not a local return measure. As such, the SBCCOG has received only \$1 to 2 million annually on behalf of its cities. While not enough to fund our cities' shelters, the SBCCOG has leveraged this modest amount by creating innovative and award winning programs to serve our cities' homeless populations.

Beginning in FY 25-26, CEO-HI and LACAHSa will begin to administer Measure A, which replaced and doubled the amount of Measure H funding to over \$1 billion annually. The SBCCOG will be receiving roughly \$3 million annually for Measure A Homeless Services LSF, and roughly \$11 million annually from LACAHSa. Please see below chart for LACAHSa Eligible Jurisdiction Funding:

*(Please note the acronyms: PPO = Housing Production, Preservation, and Ownership; RPHP = Renter Protections and Homeless Prevention)*

### **Allocations by Jurisdiction and Use**

	PPO-New Construction	PPO-Flexible	RPHP	Technical Assistance	Admin	Total
LACAHSa*	\$41,914,450	\$9,760,014	\$34,449,643	\$5,741,607	\$19,138,690	\$111,004,405
Burbank-Glendale-Pasadena RHT	\$2,293,716	\$675,496	\$2,137,002	\$356,167	-	\$5,462,381
Cities of Lancaster & Palmdale**	\$1,677,862	\$494,128	\$2,142,219	\$357,037	-	\$4,671,245
City of Glendale	\$1,533,341	\$451,566	\$2,105,698	\$350,950	-	\$4,441,555
City of Long Beach	\$3,062,303	\$901,843	\$4,646,518	\$774,420	-	\$9,385,084
City of Los Angeles	\$50,560,570	\$14,890,006	\$39,560,271	\$6,593,378	-	\$111,604,225
City of Santa Clarita	\$1,404,422	\$413,600	\$886,244	\$147,707	-	\$2,851,973
Gateway Cities COG/RHT	\$5,264,052	\$1,550,255	\$8,102,103	\$1,350,350	-	\$16,266,759
Las Virgenes/Malibu COG	\$153,553	\$45,221	\$166,605	\$27,768	-	\$393,147
San Fernando Valley COG	\$200,905	\$59,166	\$146,780	\$24,463	-	\$431,315
San Gabriel Valley COG/RHT	\$9,360,717	\$2,756,716	\$8,172,640	\$1,362,107	-	\$21,652,180
South Bay Cities COG/RHT	\$4,230,784	\$1,245,959	\$4,886,096	\$814,349	-	\$11,177,189
Unincorporated Los Angeles County	\$10,767,602	\$3,171,041	\$5,312,453	\$885,409	-	\$20,136,505
Westside Cities COG	\$2,633,394	\$775,530	\$2,117,872	\$352,979	-	\$5,879,775
Annual Board Priorities	\$44,353,915	\$13,062,156	-	-	-	\$57,416,071
TOTAL	\$179,411,586	\$50,252,699	\$114,832,143	\$19,138,690	\$19,138,690	\$382,773,809

The combined \$14 million annual funding is more than 7x what SBCCOG has received in prior years for homeless programs and must be spent or committed annually. This necessitates a new SBCCOG Homeless Program Operation & Technical Assistance (TA) Plan, and the development of a new Measure A Budget.

## NEW SBCCOG HOMELESS PROGRAM - OVERVIEW OF THREE PROGRAM COMPONENTS

### TECHNICAL ASSISTANCE (TA)

Measure A LACAHSAs Funding provides \$814k for TA funding to support Eligible Jurisdiction programming. The SBCCOG will utilize \$515k of this funding for its staffing, administrative, and overhead costs in order to properly manage the \$11 million of LACAHSAs funding. The SBCCOG plans two additional expenditures with the TA funding:

- 1) **Database Coordinator and Software Licenses** – In conjunction with the database coordinator, the team will evaluate and implement a suitable off-the-shelf database system to capture and report data. The additional accountability measures of Measure A and Functional Zero necessitate this annual investment in data. Additionally, improved data infrastructure will allow SBCCOG to better advise our cities on homelessness and affordable housing needs. We are currently evaluating a free system provided by one of our non-profit partners. However, there may be some ancillary costs, such as hosting. Currently the budget is \$148,500 for these items
- 2) **Capacity Building – Community Supports** – State Cal-Aim (Medi-Cal) allows for reimbursements for Housing Supports to keep people housed. This Housing Supports funding can pay for Housing Navigation, Prevention Specialists, Rent, and Interim Housing. However, in order to claim this reimbursement, non-profit agencies would have to be a State Community Supports provider. Unfortunately, most of SBCCOG's current non-profit providers are not Community Supports providers.

The SBCCOG would utilize \$150,000 of TA funding to contract with a consultant to provide our cities and non-profits the technical assistance to be a Community Supports provider. Having cities and non-profits act as Community Supports providers allows the South Bay the ability to leverage State funding as opposed to relying solely on the SBCCOG Measure A allocation. This would then free up the SBCCOG Measure A allocations to supplement existing priorities.

### LACAHSAs PRODUCTION, PRESERVATION, AND OWNERSHIP FUNDING (PPO)

The SBCCOG will receive \$5.4 million for PPO. The SBCCOG has not currently earmarked this funding. We will be meeting with our cities in the next few months to evaluate possible projects. We will bring back to the Steering Committee and Board a more detailed plan for our PPO dollars at a later date.

### LACAHSAs RENTER PROTECTIONS AND HOMELESS PREVENTION PROGRAMS (RPHP)

Roughly \$4.8 million of SBCCOG LACAHSAs funding will go towards RPHP. In order to understand how we can budget for the RPHP programs, we must first review the unique restrictions of LACAHSAs funding and several definitional terms.

### LACAHSAs Funding Restrictions and Definitions

In the LACAHSAs statute, it clearly states that the agency shall **not** perform “any functions related to supports and services provided to people experiencing homelessness.” However, the statute does not define the term “homelessness” nor does it define “prevention” nor “renters”.

These terms can be defined very narrowly, or they can be very broadly. For example, homelessness can include couch surfing or not. For the term “homelessness”, there are several accepted definitions of homelessness that differ from one another, including: McKinley-Vento (used by schools), HUD, and the Social Security Administration definition of homelessness.

In LA County, the Homeless System has sometimes used very narrow definitions. This in effect creates **“wrong doors”**. For example, we sometime see couch surfers turned away from homeless services because they are not technically homeless. Or, families are turned away from prevention services because they have already been evicted and are sleeping in a motel or car.

The SBCCOG seeks to define these terms broadly to avoid “wrong doors” and to serve as many people as allowed in the LACAHSAs statute and Program Guidelines.

Since we are discussing prevention programs, we will define someone who is **“at risk of homelessness”** using a modified form of the HUD definition to fit the LACAHSAs area median income threshold:

The definition of those who are at risk of homelessness includes individuals and families who:

- Have an annual income below 80 percent of median family income for the area, and
- Do not have sufficient resources or support networks, immediately available to prevent them from moving to an emergency shelter or place not meant for habitation, and
- Exhibit one or more risk factors of homelessness, including recent housing instability or exiting a publicly funded institution or system of care such as foster care or a mental health facility

We will define eligibility for **“prevention”** by utilizing the graphic below created by LACAHSAs consultants.

<b>UPSTREAM</b> Early Prevention	<b>MIDSTREAM</b> Crisis Response
<i>Currently housed renters experiencing housing instability</i>	<i>Individuals in housing crisis or transitional situations</i>
<ul style="list-style-type: none"> <li>• Individuals and families facing economic hardship but still maintaining housing</li> <li>• Renters receiving eviction notices or facing informal displacement pressure</li> <li>• Households with housing but experiencing unsustainable rent burdens (&gt;30% of income)</li> <li>• Residents in deteriorating housing conditions or subject to landlord harassment</li> </ul>	<ul style="list-style-type: none"> <li>• People temporarily doubled-up with family or friends</li> <li>• Individuals in time-limited institutional settings (hospitals, jails, foster care)</li> <li>• Residents in motels or other temporary accommodations</li> <li>• Those experiencing housing instability due to domestic violence or family conflict</li> </ul>

Lastly, LACAHSAs Program Guidelines state that eligible uses of RPHP funding include prevention, legal services, and renter income assistance funding.

Understanding these parameters, the SBCCOG RPHP Programs will be:

- 1) Stay Housed LA – Stay Housed LA is an existing countywide program that provides legal services to prevent evictions. Data shows that renters without legal representation get evicted 99% of the time. However, if there is legal representation, renters are saved from eviction 90% of the time through either mediation with the landlord or achieving a “soft landing” – relocating to another apartment.

An eviction event often begins the slow road into homelessness. Please see below eviction data for the South Bay:

**2024 Eviction Filings**

Carson	294
El Segundo	27
Gardena	295
Hawthorne	567
Hermosa Beach	44
Inglewood	704
Lawndale	79
Lomita	66
Manhattan Beach	19
Rancho Palos Verdes	41
PV, RH, RHE	5
Redondo Beach	106
Torrance	338
<b>Total</b>	<b>2585</b>

Stay Housed LA is an expensive program where lawyers need to appear in court and have paralegal help to resolve cases. The SBCCOG will pay into the existing program at \$1 million a year. By paying into this existing program, we can take advantage of a possible LACAHSa match for this program of 15%.

- 2) Legal Prevention Funding - In addition to eviction defense, South Bay case managers use the services of the Legal Aid Foundation of Los Angeles for general legal aid to prevent homelessness. This type of intervention can include legal services for general financial disputes, public subsidy eligibility, credit, and background mediation. The SBCCOG will earmark up to \$300,000 of our RPHP funding for this type of legal prevention services.
- 3) LA County Heart and the Criminal Record Clearing Project (CRCP) – The LA Public Defenders and the LA City Attorney’s offices have teamed up to provide justice impacted services for South Bay residents at risk of homelessness. Both Heart and CRCP services can be found at the Beach Cities Homeless Court and local expungement clinics – one of which has been held several times by Councilmember Cedric Hicks and Assemblymember Mike Gipson. These services help with a range of expungements – from traffic infractions to misdemeanors. On average, someone accessing these services may have 3 tickets, ranging from traffic violations to old jay walking tickets. The inability to pay these fines may result in sending someone to collections and/or a bench warrant to appear in court. As a result, these actions may negatively impact someone’s background or credit check; impacting their ability to find employment or housing. The SBCCOG will earmark up to \$700,000 for these two programs.
- 4) Rental/Income Subsidies – The bulk of the rest of SBCCOG’s RPHP allocation will be used for Rental and Income Subsidies. Per the LACAHSa Program Guidelines ([link](#)), the SBCCOG can provide rental arrears, client aid, and income subsidies for those at risk of homelessness. The SBCCOG will earmark

\$2.55 million for rental/income subsidies. Cities and local housing authorities with existing rental prevention programs can submit for a direct allocation. For cities without an existing program, the SBCCOG will contract with 2 existing non-profit partners to provide this funding for those city constituents.

- 5) Retention Specialist, Marketing and Administrative Overhead – The SBCCOG will also contract with a non-profit partner to provide our cities and providers with a Retention Specialist to make sure those we have housing stay housed. The Retention Specialist will coordinate wrap around services for those who may need additional help. Additionally, to help inform our constituents of these valuable services, LACAHS is encouraging Eligible Jurisdictions to promote and market these services. We will develop a marketing budget for this activity. The rest of the RPHP funding will go towards SBCCOG overhead. The total for these 3 buckets will be \$336,000.

HOMELESS AND HOUSING BUDGET	
<b>Homeless Services</b>	<b>Budget</b>
<b>Measure A Local Solutions Fund - previously approved</b>	
City and Partner Programs	\$2,719,319
SBCCOG - Staffing and Overhead	\$328,885
<b>Total Measure A Services Revenue</b>	<b>\$3,048,204</b>
<b>LACAHS</b>	
<b>Production, Preservation, and Ownership (PPO)</b>	
PPO Programs - TBD	\$5,312,441
SBCCOG - Staffing and Overhead	\$164,302
<b>Total PPO Revenue</b>	<b>\$5,476,743</b>
<b>Renter Protection and Homeless Prevention (RPHP)</b>	
Stay Housed LA	\$1,000,000
Legal Prevention	\$300,000
LA Homeless Court (HEART)	\$225,000
Criminal Record Clearing Project	\$475,000
City and Partner Rental/Income Subsidies	\$2,550,000
Partner Retention Specialist	\$115,000
SBCCOG Marketing	\$62,500
SBCCOG - Staffing and Overhead	\$158,596
<b>Total RPHP</b>	<b>\$4,886,096</b>
<b>Technical Assistance (TA)</b>	
Capacity Building CalAim Consultant	\$150,000
LACAHS TA Housing Ombuds	LACAHS
SBCCOG Software Licenses	\$36,000
SBCCOG Data Coordination	\$112,500
SBCCOG Staffing and Overhead	\$515,849
<b>Total TA</b>	<b>\$814,349</b>
<b>Total Homeless and Housing Department Budget</b>	<b>\$14,225,392</b>

## RECOMMENDATION

That the Board of Directors approve the following:

- Measure A Budget - to be incorporated into the 25-26 SBCCOG adopted budget:

- DRAFT LA County Local Solutions Fund Contract (staff will bring back to Steering if Final version has substantive changes);
- DRAFT LSF MOU Template for Partners and Cities (City of Hawthorne example) (staff will bring back to Steering if Final version has substantive changes);
- LACAHSa Memorandum of Understanding

Enclosed:

- LA County Local Solutions Fund Contract
- LACAHSa Memorandum of Understanding

**FUNDING AGREEMENT  
BETWEEN COUNTY OF LOS ANGELES AND  
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS  
FOR  
LOCAL SOLUTIONS FUND  
CONTRACT NUMBER: HI-25-018**

The Funding Agreement is made and entered into by and between the County of Los Angeles, hereinafter referred to as "County" and South Bay Cities Council of Governments (SBCCOG) referred to as "Local Jurisdiction". The County and Local Jurisdiction shall collectively be referred to as "Parties".

**RECITALS:**

WHEREAS, on November 4, 2024, the voters of Los Angeles County approved the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance ("Measure A" or the "Ordinance"), a one-half cent sales tax countywide, to fund critical programs designed to reduce and prevent homelessness within the County;

WHEREAS, the County has received a portion of the proceeds from the tax imposed by Measure A for Comprehensive Homelessness Services, the Local Solutions Fund, and Homelessness Solutions Innovations which it distributes to eligible programs and services in accordance with Measure A;

WHEREAS, pursuant to Measure A, the County shall allocate funds from the Local Solutions Fund to cities, councils of governments, and/or the County on behalf of its unincorporated areas;

WHEREAS, on March 25, 2025, the County Board of Supervisors ("Board"), in consultation with cities within the County, determined that Formula 4, based on 90% of the multi-year average point-in-time count and 10% of the American Community Survey proxy data, is the appropriate method for distributing Local Solutions Fund to cities, councils of governments, and to the County on behalf of its unincorporated areas;

WHEREAS, services and programs funded by the Local Solutions Fund shall support a variety of services and programs aimed at addressing homelessness, including but not limited to physical and mental health care, emergency housing, permanent housing, job counseling, substance use disorder treatment, short-term rental subsidies, and other related services, as well as the collection and analysis of data to assess the effectiveness of such services and programs;

WHEREAS, services and programs funded by Local Solutions Fund shall contribute to achieving the five outcome goals outlined in Measure A by demonstrating measurable progress from baseline metrics toward target metrics ("Metrics") as adopted by the Board on March 25, 2025;

WHEREAS, services and programs funded by the Local Solutions Fund must align with the purposes enumerated in Measure A and the Regional Plan adopted by the Board on March 25, 2025, which sets goals and objectives to reduce homelessness and expand affordable housing in accordance with Measure A;

WHEREAS, services and programs funded by the Local Solutions Fund shall adhere to best practices for the standardization of care, including but not limited to facilitating connections to behavioral and mental health services, medical care, and other services, and create

connections to mainstream safety net programs supported by County, State, and federal funds, including connections to medical and mental health care and other entitlement programs;

WHEREAS, the Local Jurisdiction agrees to perform its obligations under this Agreement in a manner consistent with and supportive of the goals and purposes outlined in Measure A, and the Metrics, Regional Plan, and best practices for the standardization of care; and

WHEREAS, the Parties desire to enter into this Agreement to formalize the allocation of Measure A funds, which is approved by the Board annually, establish accountability measures, and ensure the effective use of Measure A funds to achieve the stated goals in Measure A to prevent and reduce homelessness and increase access to affordable housing, subject to all the conditions required by Measure A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties agree to the following:

## **I. PURPOSE AND SCOPE**

- A. Purpose of Affordable Housing, Homelessness Solutions, And Prevention Now Transactions and Use Tax Ordinance ("Measure A"): The allocation of Measure A funds from the Local Solutions Fund to the Local Jurisdiction is to be used solely for services and programs consistent with the purposes enumerated in the Ordinance or for the purposes set forth in Government Code section 64700 *et seq.*, including but not limited to homelessness prevention, homelessness services, or affordable housing programs in Los Angeles County.
- B. Scope: Local Jurisdiction shall use Measure A funds for the purposes and goals specified in Measure A and the goals and objectives outlined in the Regional Plan adopted by the County Board on March 25, 2025, which aims to reduce homelessness and expand affordable housing. Local Jurisdiction shall use Measure A funds for the uses as set forth in Measure A, including, but not limited to:
  - 1. Preventing Homelessness;
  - 2. Mental Health;
  - 3. Outpatient and residential substance use treatment;
  - 4. Case management and outreach services;
  - 5. Employment services;
  - 6. Expedited placements in permanent housing;
  - 7. Enhanced emergency housing and interim housing;
  - 8. Enhanced services for transition-age youth and children; and
  - 9. Affordable housing for people experiencing, or at risk of homelessness.

## **II. TERM**

The term of this Agreement shall commence upon execution by the Parties and shall remain in force through June 30, 2031, contingent upon available funding and program performance set forth in this Agreement, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

## **III. FUNDING ALLOCATION**

- A. Amount of Funds: Local Jurisdiction shall receive a portion of County's Measure A allocation in an amount not to exceed **\$3,048,204** ("Funds") for the Term, unless



otherwise adjusted by the County contingent upon the County's receipt of allocated Measure A funds and annual approval by the County Board. Funds are to implement programs and services aimed at preventing and reducing homelessness and increasing access to affordable housing (the "Project"), subject to Measure A, and as further described in this Agreement and Exhibit A, Project Description and Budget, which is attached and incorporated herein by reference. Local Jurisdiction agrees to use Funds as described in Exhibit A, Project Description and Budget. The County reserves the right, in its sole discretion, to adjust the Local Solutions Fund allocation based on actual Measure A tax revenues received by the County. The Local Jurisdiction shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Project provided by the Local Jurisdiction after the expiration or other termination of this Agreement. Should the Local Jurisdiction receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Project rendered after the expiration and/or termination of this Agreement shall not constitute a waiver of the County's right to recover such payment from the Local Jurisdiction. This provision shall survive the expiration or other termination of this Agreement.

- B. Use of Funds: Local Jurisdiction agrees to use the allocated Funds as described in their approved budget, exclusively for Measure A eligible Project, and as further described in this Agreement and Exhibit A, Project Description and Budget, and the goals and metrics outlined in Section IV of this Agreement. Any misspent or disallowed Funds must be fully reimbursed to the County, upon County's request. All Parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this Agreement.
- C. Prohibited Uses of Funds: The Funds are intended to support best practices, policies, and programs implemented by departments, agencies, or organizations that are primarily formed to provide services to and support people who are experiencing homelessness, at risk of homelessness, or are low-income. Per Measure A, the Funds may not be used to fund investigations or prosecutions to pursue criminal, civil, or administrative penalties against people experiencing homelessness or other low-income people.
- D. Notification of Reaching 75% percent of Total Agreement Sum or Individual Project Budgets: Local Jurisdiction must maintain a system of record keeping that will allow the Local Jurisdiction to determine when it has incurred seventy-five (75%) of either the total Agreement sum or the individual project budget specified in Exhibit A, Project Description and Budget, for each listed project, whichever is reached first. Upon occurrence of this event, the Local Jurisdiction must send written notification to County at the address herein provided in Section XV of this Agreement. If the seventy-five percent threshold for an individual project budget is reached, the notice must identify the specific Project(s) to which it applies.
- E. Supplanting of Funds: Local Jurisdiction shall not use the Funds to supplant or replace existing funding sources supporting Local Jurisdiction's programs, operations, or services, except as expressly permitted in this Section. The County may approve the use of the Funds to supplant existing funding sources only under the following limited circumstances, all of which must be justified in writing by the Local Jurisdiction and approved in writing by the County prior to the execution of this Agreement or any amendment authorizing such use:
  - 1. The Funds are allocated to advance the goals outlined in Section IV.A.1 and 3, specifically: to increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness, and increase the number of people permanently leaving homelessness;
  - 2. The supplanting of funds is necessary to prevent the loss of interim or

- permanent housing or services for people experiencing homelessness;
- 3. The supplanting of funds maintains or increases the Local Jurisdiction's ability to achieve the goals stated above; and
- 4. Local Jurisdiction agrees to redirect the local funds being replaced by the Funds to another eligible use under this Agreement that advances one or more of the goals set forth in Section IV.A.

Local Jurisdiction shall submit an annual certification of compliance to the County no later than October 1 of each year. The certification shall be signed by an authorized representative of Local Jurisdiction and must affirm compliance with all requirements set forth in this Section. The County reserves the right to request supporting documentation, including documentation showing the eligible use of the redirected funds, to verify compliance with this Section. If Local Jurisdiction fails to comply, the County may exercise any remedies available under this Agreement, including withholding of Funds or terminating the Agreement.

#### **IV. GOALS AND METRICS**

- A. Goals: The Parties agree to work collaboratively to achieve the following goals:
  - 1. Increase the number of people moving from encampments into permanent housing to reduce unsheltered homelessness;
  - 2. Reduce the number of people with mental illness and/or substance use disorders who experience homelessness;
  - 3. Increase the number of people permanently leaving homelessness;
  - 4. Prevent people from falling into homelessness; and
  - 5. Increase the number of affordable housing units in Los Angeles County.
- B. Baseline Metrics, Target Metrics, Key Performance Indicators, and Key System Performance Metrics: Local Jurisdiction shall work towards achieving the metrics and key performance indicators as follows:
  - 1. Demonstrating progress from the baseline metrics toward the target metrics as set forth in Exhibit B, Measure A Goals and Recommended Targets, which are attached and incorporated herein by reference. Project funded by the Funds shall contribute to achieving the goals in Section IV.A.
  - 2. Project Specific Key Performance Indicators ("PS-KPIs") and Project Specific Target Outcomes related to the use of the Funds, as set forth in Exhibit A, Project Description and Budget. The Parties will amend this Agreement to incorporate any additional or revised key performance indicators approved by the County.
  - 3. Key system performance metrics related to the use of the Funds, including, but are not limited to:
    - a. Creating a standardization of basic services to bring people inside and ensure that people have access to social services, medical care, and behavioral/mental health care.
    - b. Establishing a homeless-service-delivery system more accessible to all communities;
    - c. Meeting regional housing needs for "Lower Income Households," which has the same meaning as defined in California Health and Safety Code section 50079.5;
    - d. Using an equity lens and reducing racial disparities and disproportionate impact of homelessness and housing insecurity for

critical populations, including but not limited to veterans, seniors, transition-age youth, families with children, people with disabilities, people with animal companions, women, members of LGBTQIA+ communities, survivors of domestic violence, overrepresented racial groups, and others at risk of homelessness; and

- e. Increasing accountability and transparency in the use of public funds.
- 4. The Parties will amend this Agreement to incorporate any additional or revised metrics and key performance indicators approved by the County.

## **V. REGIONAL PLAN AND BEST PRACTICES**

- A. Alignment with Regional Plan: Local Jurisdiction shall ensure that its Project funded by the Funds align with the County's adopted regional plan and contribute to the achievement of its stated goals and objectives. Local Jurisdiction shall coordinate with County's efforts to combat homelessness, including collection of data to build a more comprehensive and inclusive version of the Regional Plan and provide continual updates to create a "living" Regional Plan. The County's Regional Plan is attached as Exhibit C, Measure A Regional Plan, and incorporated herein by reference.
- B. Best Practices for Standardization of Care: Local Jurisdiction shall implement best practices for the standardization of care, including but not limited to connections to behavioral and mental health, medical care, and other programs and services. Project funded by the Funds should aim to create connections to mainstream safety net programs supported by other funds from the County, state, and federal governments, including connections to medical and mental health care supported by state and federal programs as well as other entitlement programs. Funding for Project shall be allocated according to need and equity, considering factors such as the point-in-time count or other similar measures of the population experiencing homelessness or housing instability. Local Jurisdiction shall also comply with any additional best practices for standardization of care, including guidance and key performance indicators approved by the County. The Parties will amend this Agreement as needed to incorporate such County-approved standards of care as an exhibit.

## **VI. CONSTRUCTION AND REHABILITATION WORK**

- A. Prevailing Wages: Any construction or rehabilitation project receiving Funds or financed under Funds, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the California Labor Code.
- B. Project Labor Agreement for Projects with 40 or More Units: A project of 40 or more units is eligible to receive Funds or financed under Funds only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement, executed by the Chief Executive Officer on June 7, 2023, if the project is elsewhere or any successor to either agreement. For purposes of this Section, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.
- C. Alternative Project Labor Agreement: Notwithstanding Section VI.B, above, if a project labor agreement is agreed between Local Jurisdiction or its project developer, the Los Angeles/Orange Counties Building and Construction Trades

Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from Measure A if all construction and rehabilitation is subject to that project labor agreement.

- D. Designated Enforcement Agency (DEA): Local Jurisdiction acknowledges that the DEA has the authority to enforce Labor Code Sections 1720-1815, as amended from time to time, for projects funded by the Funds. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects located elsewhere, Local Jurisdiction shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under Measure A. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required by this Agreement and Measure A.
- E. Compliance and Cooperation: Local Jurisdiction, including Local Jurisdiction's developers, contractors, and subcontractors, shall comply with the prevailing wage requirements, project labor agreement requirements, and any other labor standards set forth in this section. Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.

## **VII. RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS**

- A. All Local Jurisdiction's contracts that use Funds to pay for social services positions, including but not limited to homelessness services and eviction prevention workers, must:
  - 1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
  - 2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority (LAHSA) staff are also available to service provider and prevention worker staff;
  - 3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
  - 4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
  - 5. Not result in displacement of public employees.
- B. The requirements under Section VII.A. shall be fully implemented and enforced by July 1, 2026, to allow for necessary administrative, budgetary, and contractual adjustments while ensuring compliance with Measure A. During the transition period, Local Jurisdiction shall coordinate with the County to align all Measure A-funded social services positions with the requirements set forth in this Section to the maximum extent feasible.

## **VIII. INVOICING AND PAYMENT**

- A. The Local Jurisdiction must invoice the County only for the tasks, deliverables, goods, services, and other work specified in Exhibit A, Project Description and Budget, and elsewhere hereunder. The Local Jurisdiction's payments will be as

provided in Exhibit A, and the Local Jurisdiction will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment for any services will be due to the Local Jurisdiction, including for work rendered.

- B. The Local Jurisdiction's invoices must contain the information set forth in Exhibit A, Project Description and Budget, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. The Local Jurisdiction must prepare invoices, which will include the charges owed to the Local Jurisdiction by the County under the terms of this Agreement and in accordance with Exhibit A.
- C. The Local Jurisdiction must submit monthly invoices to the County by the 15th calendar day of the month following the month of service. All invoices under this Agreement must be submitted to the County's Project Manager. If County does not receive the invoices timely, then at the County's sole discretion, all work intended to be paid by such invoice may be considered gratuitous effort on the part of the Local Jurisdiction, for which Local Jurisdiction has no claim whatsoever against County.
- D. All invoices submitted by the Local Jurisdiction for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- E. Default Method of Payment: Direct Deposit or Electronic Funds Transfer
  - i. The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under the Agreement with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
  - ii. Local Jurisdiction shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
  - iii. Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
  - iv. At any time during the duration of the Agreement, Local Jurisdiction may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting County department(s), shall decide whether to approve exemption requests.

## **IX ACCOUNTABILITY AND REPORTING**

Local Jurisdiction shall complete financial and status reports on the dates specified as follows:

- A. Project Review and Evaluation: The County will monitor, evaluate, and provide guidance to the Local Jurisdiction in the performance of the Measure A Funds allocated to Local Jurisdiction. Reviews will focus on the extent to which the planned Measure A Funds have been implemented and measurable goals achieved, effectiveness of the Project management, and impact of the Project.

The Local Jurisdiction shall make available for inspection to authorized County and their agents, for the term of this Agreement and for a period of five (5) years from the expiration date of this Agreement, all records, including financial, pertaining to

its performance under this Agreement, and allow said County personnel and agents to inspect and monitor the Local Jurisdiction Measure A funded Project, and interview the Local Jurisdiction's staff and Project participants, as required by the County and in compliance with Measure A.

Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of the Agreement upon which the County, through its Chief Executive Officer, or designee, may cancel, terminate this Agreement.

B. Reports and Records:

The Local Jurisdiction agrees to prepare and submit financial, Project progress, monitoring, evaluation, or other reports required by the County. The Local Jurisdiction shall maintain and permit onsite inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the County to assure proper accounting for all Agreement Measure A Funds during the Term of this Agreement and for a total of five (5) years thereafter. The Local Jurisdiction will ensure that its employees, agents, City Council members, officers, and board members furnish such information, which in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with the County directives, or with the effectiveness, legality, and achievements of the Local Solutions Fund.

1. Quarterly Reports: Local Jurisdiction shall submit a quarterly report using a County approved method that details the status of work performed, including project specific key performance indicators and target specific outcomes. All quarterly reports and supporting documents shall be submitted to County within 30 days after each quarter. A quarterly reporting template is attached and incorporated herein by reference as (Exhibit E).
2. Annual Reports: Local Jurisdiction shall submit an annual report to the County by October 1st of each year detailing the use of the Funds, including: 1) the amounts of Funds received and spent in the previous fiscal year, 2) the status of any projects or work funded by the Funds, and 3) any Funds carried over from previous years and to be carried over to future years.
3. Certification: Local Jurisdiction shall provide a certification, in a form provided by County, to be signed by its Executive Director, City Manager, or designee, with each report required under this Section IX that the statements contained in the report are, to the best of Local Jurisdiction's knowledge and understanding, true and accurate and that the expenditures described in the report comply with the uses permitted under Section III, Funding Allocation, Exhibit A, Project Description and Budget, and as authorized by the County Board.

- C. Public Availability: Local Jurisdiction shall make the annual reports and records publicly available, without charge, including by posting them on its website for at least five (5) years after they are completed, to ensure transparency and accountability in the use of public funds.
- D. Data Collection and Reporting: The Local Jurisdiction agrees to collect and report data as required by this Agreement to assess the effectiveness of funded Project, facilitate reporting, monitoring, and outcome analysis. This includes providing data on outcomes related to homelessness prevention, housing stability, mental health treatment, substance use disorder treatment, and other relevant indicators. To the extent feasible, the County will require the Local Jurisdiction to report expenditures and other key metrics in a uniform manner.
- E. Accounting: The Local Jurisdiction shall establish and maintain on a current basis an adequate accounting system in accordance with Generally Accepted Accounting Principles ("GAAP") Standards, and the County Auditor-Controller Agreement Accounting and Administration Handbook. Regardless of the Local Jurisdiction's

method of accounting, expenses must be reported in accordance with this Agreement.

- F. Submission of Reports to County Project Manager: All completed reports described in this Section shall be submitted timely to the County's Project Manager.

## **X. FINANCIAL RECORDS AND AUDITING**

### **A. Audits:**

1. County shall monitor the progress of the Measure A funded Project through this Agreement and ensure Local Jurisdiction's compliance with the terms and objectives outlined herein. The Local Jurisdiction shall make available for inspection and audit to authorized County personnel and their agents, for the term of this Agreement and a period of five (5) years from the expiration date of this Agreement, and allow said County personnel and agents to inspect and audit all of its books and records relating to each Project operation or business activity which is Measure A funded in whole, or in part, in compliance with Measure A and this Agreement. Failure of the Local Jurisdiction to comply with the requirements of this Section shall constitute a material breach of this Agreement upon which County may cancel or terminate this Agreement. Within ten (10) days of the County's written request, Local Jurisdiction shall allow the County access to financial and program records during regular business hours at any place Local Jurisdiction keeps those records.
2. Local Jurisdiction agrees to maintain accurate and complete financial accounts, documents, and records relating to this Agreement in accordance with general accepted accounting principles. Local Jurisdiction must maintain accurate and complete employment and other records relating to its performance of this Agreement. Local Jurisdiction shall make financial records available to the County for auditing at reasonable times. Local Jurisdiction agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by Local Jurisdiction and will be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.
3. Local Jurisdiction, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures. The Local Jurisdiction agrees that in the event that the Measure A funded Project established hereunder is subject to audit exceptions by appropriate audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of the County's liability to the funding agency resulting from such audit exceptions.
4. It is understood and agreed that any funds paid to Local Jurisdiction hereunder may only be used for the purposes specified in this Agreement and in accordance with Measure A. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to Local Jurisdiction hereunder have been used for purposes other than those

authorized by this Agreement, Local Jurisdiction is required to immediately refund any such improperly used funds to the County.

- B. **Redirecting Funds for Unexpended Funds:** Effective October 1, 2027, if Local Jurisdiction reports unexpended funds equaling 30 percent or more of its allocated proceeds from the Local Solutions Fund in two consecutive annual reports, County shall reallocate the excess amount exceeding the 30 percent threshold ("Excess Amount") back to the County's Local Solutions Fund.
- i. The County shall, within 45 days of identifying the Excess Amount (or by November 15th), issue a written notice to Local Jurisdiction informing it that County will withhold from the next annual allocation the portion of funds exceeding 30 percent of that year's total allocation for reallocation to the County's Local Solutions Fund.
  - ii. For the purposes of this provision, funds appropriated for permanent affordable housing construction by Local Jurisdiction shall be excluded from the calculation of unexpended funds and shall not be considered when determining whether the 30 percent threshold has been exceeded.
- C. **Redirecting Funds for Failure to Meet Target Metrics:** The County reserves the right to evaluate progress toward the target metrics established under Measure A and/or this Agreement. For each goal for which the target metric has not been achieved as of December 31, 2030, the County reserves the right, in its sole discretion, to redirect funds to or away from Local Jurisdiction's Project.

## **XI. INDEMNITY AND INSURANCE**

- A. **Indemnity:** Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, actions, causes of action, or expense of any kind, including, but not limited to, defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or related to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

Any legal defense pursuant to Local Jurisdiction's indemnification obligations under this Section will be conducted by Local Jurisdiction and performed by counsel selected by Local Jurisdiction and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Local Jurisdiction fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to seek reimbursement from Local Jurisdiction for all such costs and expenses incurred by County in doing so. Local Jurisdiction will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- B. **Insurance:** Local Jurisdiction shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance or self-insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) satisfactory to the County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the County on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. All such insurance, except for Workers' Compensation, shall be primary to and not contributing with any other insurance or self-insurance coverage maintained by County and shall name the County of Los Angeles as an additional



insured.

- i. Commercial General Liability: with limits of not less than \$1 million per occurrence.
- ii. Automobile Liability insurance: (Providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- iii. Workers' Compensation: For every Contractor providing services, a program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Local Jurisdiction and all risks to such persons under this Agreement, and including Employer's Liability coverage with a \$1 million per accident.
- iv. Crime Insurance: A comprehensive blanket crime insurance policy with each insuring agreement in an amount not less than \$1 million, insuring against loss of money, securities, or other property referred to hereunder which may result from:
  1. Dishonesty or fraudulent acts of officers, directors, or employees of Local Jurisdiction, or
  2. Disappearance, destruction or wrongful abstraction inside or outside the premises or Local Jurisdiction, while in the care, custody or control of Local Jurisdiction, or
  3. Sustained through forgery or direction to pay a certain sum in money.
- v. Property Coverage: If, under the terms of this Agreement, Local Jurisdiction shall have possession of rented or leased or be loaned any County-owned real or personal property, Local Jurisdiction shall provide:
  1. For real property: insurance providing special form ("all risk") coverage for the full replacement value.
  2. For personal property: insurance providing special form ("all risk") coverage for the actual cash value.

## **XII. CONFLICT OF INTEREST**

- A. Local Jurisdiction covenants that neither Local Jurisdiction nor any of its agents, officers, employees, contractors, or sub-contractors who presently exercise any function of responsibility in connection with the Project has a personal interest, direct or indirect, in the Agreement, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.
- B. Local Jurisdiction, its agents, officers, employees, contractors, and sub-contractors shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest now in effect or hereafter to be enacted during the term of this Agreement.

## **XIII. AUTHORITY**

Local Jurisdiction warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Local Jurisdiction's governing body, and directing and designating the authorized representative(s) of Local Jurisdiction to act in connection with the Project specified and to provide such additional

information as may be required by the County.

#### **XIV. STANDARD TERMS AND CONDITIONS**

**A. Amendments and Change Notices:**

- a. For any change which affects the scope of work, term, budget, payments, or any term or condition included under this Agreement, an amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and an authorized designee of the County, and approved as to form by County Counsel.
- b. The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Agreement will be prepared by the County and shall be executed by the Local Jurisdiction and by an authorized designee of the County.
- c. For any change which does not materially affect the scope of work, term, budget, payments, or any term or condition included under this Agreement, a Change Notice will be prepared and signed by the County's Project Manager or designee and Local Jurisdiction's Project Manager.

**B. Independent Contractor:** This Agreement is by and between the County and Local Jurisdiction and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Local Jurisdiction. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Local Jurisdiction shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, worker's compensation benefits or other compensation, benefits, or taxes for any personnel provided by or on behalf of Local Jurisdiction.

**C. Assignments and Subcontracts:**

- a. Local Jurisdiction shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section, the County's consent requires a written amendment to this Agreement that is formally approved and executed by Local Jurisdiction and the County.
- b. Any assumption, assignment, delegation, or takeover of any of Local Jurisdiction's duties, responsibilities, obligations, or performance of same by any entity other than Local Jurisdiction, whether through assignment, subcontract, delegation, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement.
- c. Local Jurisdiction shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- d. Any contractor or subcontractor of Local Jurisdiction are bound by the same obligations of this Agreement and shall comply with all Measure A requirements such as, but not limited to, Measure A allowable uses, purposes, Goals and Metrics (Exhibit B), Regional Plan (Exhibit C), and Best Practices (Exhibit D). Failure to comply may result in enforcement actions, including but not limited to withholding of funds, or termination of this Agreement per Section XIV.J. Termination.
- D. Fair Labor: Local Jurisdiction agrees to indemnify, defend, and hold harmless the County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by Local Jurisdiction's employees for which the County may be found jointly or solely liable.
- E. Religious and Political Activities: Local Jurisdiction agrees that Measure A Funds under this Agreement will be used exclusively for the performance of the work required under this Agreement, and that no Measure A funds made available under this Agreement shall be used to promote religious or political activities. Further, Local Jurisdiction agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.
- F. Nondiscrimination: Local Jurisdiction shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in providing any services under this Agreement.
- G. County Lobbyists: Local Jurisdiction and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Local Jurisdiction, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Local Jurisdiction or any County lobbyist or County lobbying firm retained by Local Jurisdiction to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate this Agreement.
- H. Confidentiality: Local Jurisdiction must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- I. Public Records Act: Any documents submitted by Local Jurisdiction to the County become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, and/or records, the Local Jurisdiction agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.
- J. Termination:
  - 1. Termination for Convenience: This Agreement may be terminated, in whole or in part, by either party for the convenience of that party. Termination of work hereunder shall be effected by notice of termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.
  - 2. Termination for Default: The County may terminate this Agreement immediately by written notice to Local Jurisdiction upon Local Jurisdiction's failure to comply with the provisions of this Agreement. It is also understood and agreed that should the County determine that Local Jurisdiction's

failure to perform relates to only part of the Project, the County, in its sole discretion, may elect to terminate only that part of the Agreement which shall in no way void or invalidate the rest of this Agreement.

3. Termination for Improper Consideration:

- a. The County may, by written notice to Local Jurisdiction, immediately terminate the right of Local Jurisdiction to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Local Jurisdiction, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, extension of this Agreement, or the making of any determinations with respect to Local Jurisdiction's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue those same remedies against Local Jurisdiction as it could pursue in the event of default by Local Jurisdiction.
- b. Local Jurisdiction shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to a County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- c. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

4. In the event of termination, Local Jurisdiction will provide a detailed report of expenditures and funds that had not been expended, contracted, or encumbered by Local Jurisdiction for use in carrying out the purposes of the Agreement prior to Local Jurisdiction's receipt of County's notification of termination. Local Jurisdiction shall reimburse County within thirty (30) days of the termination, the full monetary value of all funds already disbursed under this Agreement that had not been expended, contracted, or encumbered by Local Jurisdiction.

**XV. NOTICES, REPORTS, INVOICES, AND APPROVALS**

- A. All notices, reports, invoices, and approvals shall be directed to and made by the following representatives of the parties:

To the County Representative:

Name: Clifton Trotter, County Project Manager  
Email: [CTrotter@ceo.lacounty.gov](mailto:CTrotter@ceo.lacounty.gov)  
And copy  
[hiadmin@ceo.lacounty.gov](mailto:hiadmin@ceo.lacounty.gov)

To Local Jurisdiction Representative:

Name: Addy Ajijolaiya  
Email: [addy@southbaycities.org](mailto:addy@southbaycities.org)

- B. Local Jurisdiction shall notify the County in writing within five (5) business days of any change in the names or email address above.

**XVI. SEVERABILITY.**

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

**XVII. PHOTOGRAPHS, FOOTAGE, AND OTHER MEDIA MATERIALS.**

The Local Jurisdiction represents and warrants that all photographs, videos, DVD's, footage, magazines, and other media materials provided to the County are either public record or have been legally procured without invading the copyright, ownership, or privacy rights of any individual. The Local Jurisdiction further agrees to defend, hold harmless, and indemnify the County Indemnitees from any and all liability arising from or related to the County's use of said photographs, videos, DVD's, footage, magazines, and other media materials.

**XVIII. GOVERNING LAWS, JURISDICTION AND VENUE.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Local Jurisdiction and the County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Agreement and further agree and consent that venue of any action brought in connection with or arising out of this Agreement, shall be exclusively in the County of Los Angeles.

**XIX. COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES.**

The Local Jurisdiction, and its contractors/subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Local Jurisdiction's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

**XX. CAMPAIGN CONTRIBUTION PROHIBITION FOLLOWING FINAL DECISION IN CONTRACT PROCEEDING.**

Pursuant to Government Code Section 84308, the Local Jurisdiction and its contractors/subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of Government Code Section 84308 and of this Section, may be a material breach of this Agreement as determined in the sole discretion of the County.

**XXI. RIGHTS AND REMEDIES NOT EXCLUSIVE.**

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

**XXII. EXECUTION OF AGREEMENT AND AMENDMENTS.**

This Agreement and any amendments thereto may be executed in counterpart originals, utilizing wet and/or electronic signatures, each of which shall be deemed to constitute an original Agreement or amendment, and all of which shall constitute one Agreement or amendment. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

**IN WITNESS WHEREOF**, Local Jurisdiction has executed this Agreement #HI-25-018 or caused it to be duly executed by its authorized representative, and the County of Los Angeles by order of its Board of Supervisors, has delegated the authority to execute this Agreement on its behalf by the Chief Executive Officer, or her designee, on the date and year written below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
FESIA A. DAVENPORT     Date  
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel

**SOUTH BAY CITIES COUNCIL OF  
GOVERNMENTS**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

**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”) dated as of the **TBD** of August 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. 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 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 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 HI-25-018 (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 and 3.
- B. The City shall adhere to the budget specified in Exhibit 2 and 3.
- C. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 2 and 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 Exhibits 2 and 3.
- B. The SBCCOG shall monitor the City’s Programs for adherence to Exhibits 2 and 3.
- C. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibits 2 and 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:**

South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110  
Torrance, CA 90501  
Attn: Jacki Bacharach  
Jacki@southbaycities.org

**City of Hawthorne:**

City of Hawthorne  
4455 W 126<sup>th</sup> St, Hawthorne, CA 90250  
Hawthorne, CA 90250  
Attn: Dulce Medina  
dmedina@cityofHawthorne.org

- 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)**

## **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 OF HAWTHORNE**

By: \_\_\_\_\_  
Alex Vargas, Mayor

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Dayna Williams-Hunter, City Clerk

## **EXHIBIT 1: COUNTY CONTRACT**

See attached.

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## EXHIBIT 2: HAWTHORNE CASE MANAGEMENT AND OUTREACH SERVICES

### I. BUDGET

The total program budget is \$160,000. Based on current workforce standards, the accepted pay scale for Case Managers under this program is \$55,000 to \$78,000.

The SBCCOG is recommending for all its contracts, the following minimum 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

### II. SCOPE OF WORK

**Program Description:** The Hawthorne Case Management and Outreach Services program will hire 2 case managers, in partnership with LA CADA, who will provide a holistic, client-centered approach as they conduct outreach and assist engaged clients with their health, mental health, and housing stability. 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
Hawthorne Case Management and Outreach Services	<ul style="list-style-type: none"><li>- Outreach people experience homelessness (PEH) in Hawthorne and conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps</li><li>- Identify client needs related to substance use, mental health, and housing</li><li>- Enroll clients, as needed in supportive services, such as substance use treatment, mental health services from LA County Department of Mental Health and the Hawthorne Access Center, and social services like General Relief</li><li>- Identify and place PEH in interim housing</li><li>- Support housing-ready clients to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations</li><li>- Maintain records of all services provided to PEH</li><li>- Collect, manage, and submit quarterly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information</li></ul>

- 
- Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients on caseload
- 

The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver's License and Automobile Insurance: Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

### III. REPORTING

The City shall submit invoices and quarterly reports by the 15<sup>th</sup> of the month immediately following the quarter end for work performed in accordance with Exhibit 2 as follows for each fiscal year this MOU is active. If the 15<sup>th</sup> falls on a weekend, the Consultant shall submit the invoice and quarterly report on the Friday before.

***Table 2. Yearly Reporting Schedule***

Fiscal Year Quarters	Reporting Due Date
----------------------	--------------------

Q1: July 1 – September 30	October 15
Q2: October 1 – December 31	January 15
Q3: January 1 – March 31	April 15
Q4: April 1 – June 30	July 15

Quarterly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Quarterly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

#### ***A. Key Performance Indicators (KPIs)***

The program will be evaluated on the KPIs as outlined in the County Contract and in Table 3 below. The City will report on these metrics quarterly for each fiscal year this MOU is active.

***Table 3. Key Performance Indicators***

<b>Key Performance Indicators</b>	<b>Target Outcome</b>	<b>Timeline</b>
Number of PEH placed in IH, per case manager	24	Annually
Number of PEH linked to mental or behavioral health services, per case manager	24	Annually

#### ***B. Supplemental Quarterly Reporting Metrics***

In addition, City's Quarterly Report will include additional metrics and outcomes (Table 4), 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 4. Supplemental Quarterly Reporting Metrics***

<b>Additional Quarterly Reporting Data</b>	<b>Details</b>
Number of PEH on caseload	Unduplicated clients currently on case managers' active caseload
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)
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 clients experiencing mental or behavioral health challenges	Unduplicated clients with a mental or behavioral health services challenges per quarter. This includes substance use disorders, mental illness ,etc.
Number of clients actively receiving mental or behavioral health services	Unduplicated clients with a mental or behavioral health services per quarter. This includes services from DMH, the Hawthorne Access Center, or other services/treatment.
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?

DRAFT

## EXHIBIT 3: HAWTHORNE HOUSING NAVIGATION

### I. BUDGET

The total program budget is \$80,000. Based on current workforce standards, the minimum accepted pay scale for Case managers/Housing Navigation under this program is \$55,000 to \$72,000.

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

### II. SCOPE OF WORK

**Program Description:** The Hawthorne Housing Navigation program will hire 1 Housing Navigator at the Hawthorne Access Center to provide a holistic, client-centered approach as they complete case management for PEH and individuals or households at risk of homelessness. They will assist with placing people in interim and/or permanent supportive housing. In addition, they will perform other coordination and case management services. Included below in Table 1 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
Hawthorne Housing Navigation	<ul style="list-style-type: none"><li>- Outreach people experience homelessness (PEH) in Hawthorne and provide services at the Hawthorne Access Center</li><li>- Complete housing and services plans with PEH clients</li><li>- Conduct regular check-ins with clients to monitor progress, address challenges, and help reassess goals and next steps</li><li>- Enroll clients in supportive services, such as General Relief (GR) and Supplemental Security Income (SSI)</li><li>- Identify PEH and households at risk of homelessness to complete applications, as applicable, to place them in permanent supportive housing or other permanent housing situations</li><li>- Connect PEH with interim or permanent housing option that best fits their current needs</li><li>- Support PEH to complete applications, as applicable, to place them in permanent housing situations</li><li>- Maintain records of all services provided to PEH</li></ul>

- 
- Collect, manage, and submit quarterly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information
  - Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients
- 

The Provider will ensure that the following staff requirements for Housing Focused Case Managers are met:

1. Criminal Clearances and Background Investigations: Contractor shall ensure that criminal clearances and background investigations have been conducted for all staff working on this contract.
2. Language Ability: Contractor shall ensure that all staff can read, write, speak and understand English in order to conduct business within SPA 8.
3. Service Delivery: Contractor shall ensure that all direct service staff providing supportive services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
4. Driver's License and Automobile Insurance: Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that meets the minimal automobile liability prescribed by law for any and all staff providing transportation to residents.
5. Driving Record: Contractor shall ensure any staff that provides transportation to residents has a safe driving record. They will maintain copies of drivers' Department of Motor Vehicles (DMV) printouts for any and all staff providing transportation to residents. Reports will be available to the SBCCOG upon request.
6. Experience: Contractor shall be responsible for securing and maintaining staff who possess sufficient experience and expertise necessary to provide the services required in this SOW.

### III. REPORTING

The City shall submit invoices and quarterly reports by the 15<sup>th</sup> of the month immediately following the quarter end for work performed in accordance with Exhibit 2 as follows for each fiscal year this MOU is active. If the 15<sup>th</sup> falls on a weekend, the City shall submit the invoice and quarterly report on the Friday before.

***Table 2. Yearly Reporting Schedule***

Fiscal Year Quarters	Reporting Due Date
----------------------	--------------------

Q1: July 1 – September 30	October 15
Q2: October 1 – December 31	January 15
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Q4: April 1 – June 30	July 15

Quarterly reports will include metrics that are outlined in Sections (A) Key Performance Indicators and (B) Supplemental Quarterly Reporting Metrics.

Reports and invoices from the City to the SBCCOG must contain the information set forth in this MOU and applicable portions of the County Scope of Work, project description, and budget. Reports and invoices must describe tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

#### ***A. Key Performance Indicators (KPIs)***

The program will be evaluated on the KPIs in Table 2, as outlined in the County Contract. The City will report on these metrics quarterly for each fiscal year this MOU is active.

***Table 3. Key Performance Indicators***

Key Performance Indicators	Target Outcome	Timeline
Number of PEH placed in PH	16	Annually
Number of individuals served that retain housing or transition directly into other PH	12	Annually

#### ***B. Supplemental Quarterly Reporting Metrics***

In addition, City's Quarterly Report will include additional metrics and outcomes (Table 4), including progress on enrollment in supportive services, participants' housing timeline, including any anticipated housing dates, and 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 4. Supplemental Quarterly Reporting Metrics***

Additional Quarterly Reporting Data	Details
Year to Date (YTD) number of PEH placed in permanent housing	Cumulative number of unique individuals placed in permanent housing situation to date
Number of clients on caseload	Unduplicated clients currently on case managers' active caseload. Include a breakdown of clients who are currently experiencing homelessness and those who are at risk seeking prevention services 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 clients enrolled in supportive services	Unduplicated clients enrolled in supportive services by the Housing Navigator, including but not limited to GR, SSI, and mental and behavioral health services
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 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 to gather this information in a flexible and not burdensome manner.

## **EXHIBIT 4: ACCESS TO SBCCOG FINANCIAL AND RENTAL ASSISTANCE PROGRAMS**

The SBCCOG will provide access to its Financial and Rental Assistance Programs (formerly known as Client Aid Flexible Funds), which the SBCCOG has done for our non-profit partners. For example, the SBCCOG will routinely fund security deposits, documents fees, and transportation expenses. As part of distributing the assistance, the SBCCOG requests information on the participant to better understand the situation and their needs. The SBCCOG has created a list of fields we would like to track below, which are also included in our funds request form.

### **Recommended Fields:**

1. Case manager name
2. Individual's first name
3. HMIS ID (if known)
4. Date of Birth and/or Year of Birth
5. Race and ethnicity
6. Gender
7. City of Residence (from LAHSA SPA 8 city list)
8. Housing Status (e.g., shelter, Street, RV/vehicle, couch surfing)
9. Length of homelessness
10. Length of time in current city. If less than one year, include previous location.
11. Other organizations they are working with
12. If family or friends can offer housing
13. Monthly income, income type(s)
14. Work status
15. Eviction history
16. Approximate credit score (if known)
17. If open to shared housing or shelter (congregate, non-congregate)
18. Pets
19. EHV/Housing Voucher status, if applicable
20. Needed documents
21. Self-Assessed Physical Impairment
22. Self-Assessed Mental Health Impairment
23. 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?"
24. Substance use (frequency of use, effect of substance use on goals)
25. History of domestic violence
26. Current legal concerns, if any
27. History of Megan's Law

(South Bay Cities Council of Governments FY2025-26)

## RECITALS

D. The Act requires Agency’s Board to adopt an Annual Expenditure and Strategy Plan, which must set forth the share of revenue and estimated funding to be spent on each of the above-stated categories (“**Annual Expenditure and Strategy Plan**”). Agency’s Board adopted the first Annual Expenditure and Strategy Plan on June 25, 2025 (and it is anticipated that the Board will adopt subsequent Annual Expenditure and Strategy Plans on an annual

basis). The Annual Expenditure and Strategy Plan establishes the proportional amount of revenues and estimated funding that Agency will distribute to Recipient and each of the other “**Eligible Jurisdictions**” (as defined herein) for each funding category. Exhibit A, attached hereto and incorporated herein by reference, contains the allocations as approved by Agency’s Board in the Annual Expenditure and Strategy Plan.

E. Of the funds allocated for PPO, Agency must disburse 70% of such funds to Eligible Jurisdictions in accordance with each jurisdiction’s pro rata share of the total lower income housing needs assessment goal for Los Angeles County allocated pursuant to Government Code section 65584 (“**Pro Rata RHNA Share**”). (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(A)(i).).

F. Each Eligible Jurisdiction and its Pro Rata RHNA Share is provided in Exhibit A. Recipient’s Pro Rata RHNA Share for 2025-2026 is **1.91%**.

G. Of the funds allocated for Technical Assistance, Agency must disburse 70% of such funds to Eligible Jurisdictions on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(C)(i)) (“**Technical Assistance Allocation**”).

H. Each Eligible Jurisdiction and its Technical Assistance Allocation is provided in Exhibit A. Recipient’s Technical Assistance Allocation is **0.21%**.

I. Of the funds allocated for RPHP, Agency must disburse 70% of such funds to Eligible Jurisdictions. Agency has elected to make such disbursement based on a per low-income renter basis. (Gov. Code, § 64830.5(a)(1)(A)-(F), (a)(2)(B)(i)) (“**RPHP Allocation**”). Each Eligible Jurisdiction and its RPHP Allocation is provided in Exhibit A. Recipient’s RPHP Allocation is **1.28%**.

J. The Act and Measure A provide that Eligible Jurisdictions may receive their respective Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation directly from Agency, provided that direct allocations are subject to the conditions and restrictions set forth in the Act and Measure A for the receipt and use of the funds.

K. The Parties have entered into this MOU to comply with the Act and Measure A and memorialize the terms and conditions governing the disbursement and use of Recipient’s Pro Rata RHNA Share of PPO funds, Technical Assistance Allocation, and RPHP Allocation.

## TERMS AND CONDITIONS

The Parties agree as follows:

**1. Incorporation.** The Parties agree that the Recitals above constitute the factual basis upon which Agency and Recipient have entered into this MOU. Agency and Recipient each acknowledge the accuracy of the Recitals and hereby agree to the incorporation of the Recitals into this MOU as though fully set forth herein.



77 **2. Term; Extension.** The term of this MOU is one year starting on the Effective Date. The  
78 term will automatically renew for successive one-year terms unless either Party provides  
79 the other Party with a written notice of non-renewal at least 30 days before the end of the  
80 then-current term. Any renewal terms shall be on the same terms and conditions provided  
81 herein, except that the allocations provided in Exhibit A shall be automatically updated to  
82 reflect the allocations set forth in the Annual Expenditure and Strategy Plan adopted by the  
83 Board for that fiscal year (e.g., if this MOU is renewed for FY 2026-2027, the allocations  
84 provided in Exhibit A shall be those provided in the Board's Annual Expenditure and  
85 Strategy Plan for FY 2026-2027). This MOU will terminate upon the earlier of: (i) the fifth  
86 anniversary of the Effective Date; or (ii) the expiration of the then-current term following  
87 a Party's timely notice of non-renewal.

88 2.1. In the event that, during the term of this MOU, the Pro Rata RHNA Share changes as a  
89 result of a subsequent RHNA cycle, an addendum will be provided to each Eligible  
90 Jurisdiction's MOU, including this MOU, to incorporate the change.

91 **3. Recipient Acknowledgment.**

92 3.1. **Eligible Jurisdiction; Pro Rata RHNA Share.** Recipient acknowledges and  
93 agrees that it is an Eligible Jurisdiction whose Pro Rata RHNA Share is **1.91%**.

94 3.2. **Recipient's Share of PPO Funds.** In accordance with Section 3.1 above, Recipient  
95 acknowledges and agrees that it will receive **1.91%** of the PPO funds available to  
96 be disbursed by Agency to the Eligible Jurisdictions for 2025-2026. Such share of  
97 PPO funds may change from time to time.

98 3.3. **Eligible Jurisdiction; Technical Assistance Allocation.** Recipient acknowledges  
99 and agrees that it is an Eligible Jurisdiction whose Technical Assistance Allocation  
100 is **0.21%**.

101 3.4. **Recipient's Share of Technical Assistance Funds.** In accordance with Section 3.3  
102 above, Recipient acknowledges and agrees that it will receive **0.21%** of the  
103 Technical Assistance funds available to be disbursed by Agency to the Eligible  
104 Jurisdictions for 2025-2026. Such share of Technical Assistance funds may change  
105 from time to time.

106 3.5. **Eligible Jurisdiction; RPHP Allocation.** Recipient acknowledges and agrees that  
107 it is an Eligible Jurisdiction whose RPHP Allocation is **1.28%**.

108 3.6. **Recipient's Share of RPHP Funds.** In accordance with Section 3.5 above,  
109 Recipient acknowledges and agrees that it will receive **1.28%** of the RPHP funds  
110 available to be disbursed by Agency to the Eligible Jurisdictions for 2025-2026.  
111 Such Share of RPHP funds may change from time to time.

112 3.7. **Recipient Reallocation to Agency.** If Recipient so chooses, it may elect to re-  
113 allocate all or a portion of its funding allocation for any allocation to Agency to

114 partner with on the operation or to solely operate a program on Recipient's behalf  
115 within Recipient's jurisdiction.

116 **4. Disbursement Schedule.** Agency will disburse funds to Recipient in accordance with the  
117 Master Funding Policy and Guidelines for Eligible Jurisdictions ("**Master Funding Policy**  
118 **and Guidelines**") published by Agency after the County Auditor-Controller disburses  
119 Measure A proceeds to Agency.

120 **5. Direct Allocation of PPO Funds.** Prior to disbursing a direct allocation of PPO Funds to  
121 Recipient, the following conditions of Government Code section 64830.5(a)(2)(A)(iv)(I)  
122 shall be met:

123 5.1. Recipient agrees to adopt and adhere to Agency financing policies and guidelines,  
124 including public engagement and notice provisions.

125 5.2. All funded projects are in compliance with Agency's eligible uses and affordability  
126 requirements.

127 5.3. Recipient agrees to allocate its funding within 12 months through administrative  
128 processes without being subject to additional legislative process.

129 5.4. Recipient is in compliance with Affirmatively Furthering Fair Housing in  
130 California guidelines. If Recipient is a regional agency, it shall expend the funds  
131 only in jurisdictions that are in compliance with Affirmatively Furthering Fair  
132 Housing in California guidelines.

133 By executing this MOU, Recipient hereby agrees to adopt and adhere to Agency's Master  
134 Funding Policy and Guidelines (including public engagement and notice provisions) and  
135 any other policies and guidelines adopted by Agency related to the disbursement of funds  
136 to, or use of funds by, Eligible Jurisdictions. Execution of this MOU shall therefore satisfy  
137 the condition at subsection 5.1. Agency's Master Funding Policy and Guidelines will  
138 establish provisions for Recipient to meet the remaining three conditions, which Recipient  
139 shall meet prior to its receipt of a direct allocation of all or a portion of its PPO allocation.

140 **6. Use of PPO Funds.** For any fiscal year in which Recipient receives PPO funds from  
141 Agency, Recipient will comply with all of the following:

142 6.1. **New Affordable Housing.** Pursuant to Measure A, Section 29 B, Recipient will  
143 use at least 77.25% of PPO funds on constructing new affordable housing.

144 6.2. **Government Code Section 64830(d)(1).** Subject to Section 6.1 above, Recipient's  
145 use of PPO funds will comply with the requirements of Government Code section  
146 65830(d)(1), attached hereto as Exhibit B-1 and incorporated herein by reference.

147 6.3. **Prohibited Uses.** Except as expressly authorized by Government Code section  
148 64710, Recipient will not use PPO funds to perform or undertake any functions  
149 related to supports and services provided to people experiencing homelessness.

- 150 6.4. **Supplemental Capacity for Existing Efforts.** Recipient's use of PPO funds shall  
151 be consistent with Government Code section 64710(a)(1).
- 152 6.5. **Timing.** Upon receipt of a disbursement of PPO funds from Agency, Recipient will  
153 obligate its funding within 12 months through administrative processes without  
154 being subject to additional legislative process and will ensure that funds allocated  
155 to projects are expended within five years or as otherwise provided in Government  
156 Code section 64830.5(a)(2)(A), attached hereto as Exhibit B-2 and incorporated  
157 herein by reference, and any program policies and guidelines adopted by the Board.
- 158 6.6. **Period of Affordability.** Recipient shall record a restrictive covenant specifying  
159 an appropriate period of affordability in accordance with any program policies and  
160 guidelines adopted by Agency's Board.
- 161 7. **Use of Technical Assistance Funds.** For any fiscal year in which Recipient receives  
162 Technical Assistance funds from Agency, Recipient will comply with all of the following:
- 163 7.1. **Government Code Section 64830(d)(4).** Recipient's use of Technical Assistance  
164 funds will comply with the requirements of Government Code section 65830(d)(4),  
165 attached hereto as Exhibit B-3 and incorporated herein by reference.
- 166 7.2. **Prohibited Uses.** Except as expressly authorized by Government Code section  
167 64710, Recipient will not use Technical Assistance funds to perform or undertake  
168 any functions related to supports and services provided to people experiencing  
169 homelessness.
- 170 7.3. **Supplemental Capacity for Existing Efforts.** Recipient's use of Technical  
171 Assistance funds shall not supplant, but may complement and supplement existing  
172 efforts by cities, counties, districts, and other local, regional and state entities that  
173 were in existence as of January 1, 2022. Nothing in this paragraph shall be  
174 construed to prohibit use of funds for new efforts.
- 175 7.4. **Timing.** Upon receipt of a disbursement of Technical Assistance funds from  
176 Agency, Recipient will obligate its funding within 12 months and will ensure that  
177 funds allocated to projects are expended within five years as provided in any  
178 program policies and guidelines adopted by Agency's Board.
- 179 8. **Use of RPHP Funds.** For any fiscal year in which Recipient receives RPHP funds from  
180 Agency, Recipient will comply with all of the following:
- 181 8.1. **No Unrestricted Allocations.** Government Code section 64830.5(a)(2)(B)(iii)  
182 prohibits Agency from making unrestricted direct allocations to government  
183 entities. Recipient therefore agrees to be subject to the restrictions set forth in this  
184 MOU and in t Agency's policies and guidelines for the receipt and use of RPHP  
185 funds.

186 8.2. **Government Code Section 64830(d)(2).** Recipient’s use of RPHP funds will  
187 comply with the requirements of Government Code section 65830(d)(2), attached  
188 hereto as Exhibit B-4 and incorporated herein by reference.

189 8.3. **Prohibited Uses.** Except as expressly authorized by Government Code section  
190 64710, Recipient will not use RPHP funds to perform or undertake any functions  
191 related to supports and services provided to people experiencing homelessness.

192 8.4. **Supplemental Capacity for Existing Efforts.** Recipient’s use of RPHP funds shall  
193 not supplant, but may complement and supplement existing efforts by cities,  
194 counties, districts, and other local, regional and state entities that were in existence  
195 as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use  
196 of funds for new efforts.

197 8.5. **Timing.** Upon receipt of a disbursement of RPHP funds from Agency, Recipient  
198 will obligate its funding within 12 months and will ensure that funds allocated to  
199 projects are expended within five years as provided in any program policies and  
200 guidelines adopted by Agency’s Board.

201 **9. Construction Labor Requirements.**

202 9.1. **Measure A.** Recipient will ensure that at least 80% of the housing units produced  
203 with PPO funds provided by Agency are built subject to a project labor agreement  
204 that satisfies the requirements of Section 28 of Measure A, attached as Exhibit C-1  
205 and incorporated herein by reference.

206 9.2. **The Act.** Recipient will ensure that any construction or rehabilitation project  
207 receiving PPO funds provided by Agency complies with the requirements of  
208 Government Code section 64720.5, attached as Exhibit C-2 and incorporated herein  
209 by reference.

210 **10. Recruitment and Retention of Workers.** Recipient will ensure that all contracts funding  
211 social services positions, including but not limited to eviction prevention workers, comply  
212 with Section 27 of Measure A, attached as Exhibit C-3, attached hereto and incorporated  
213 herein by reference.

214 **11. Records and Monitoring.**

215 11.1. **Progress Reports.** Recipient will submit Quarterly Progress Reports (“QPRs”)  
216 and an Annual Report (“**Annual Report**”) to Agency on Recipient’s use of PPO  
217 funds, Technical Assistance funds, and RPHP funds. Among other things, each  
218 QPR must address (with supporting documentation, as reasonably required by  
219 Agency) how Recipient has used, or plans to use, the PPO funds, Technical  
220 Assistance funds, and RPHP funds in accordance with this MOU, including, but  
221 not limited to, Sections 6 through 8 above. If Agency creates a template QPR,  
222 Recipient shall use Agency’s template. Beginning July 1, 2025, Recipient must  
223 submit QPRs to Agency in accordance with the schedule set forth in Master

224 Funding Policy and Guidelines for Eligible Jurisdictions. The July QPR submission  
225 will represent Recipient's Annual Report to Agency.

226 11.2. **Financial Records.** Recipient shall maintain financial records, supporting  
227 documents and agreements, statistical reports, official files, and any other evidence  
228 necessary to demonstrate compliance with this MOU. The foregoing shall be  
229 maintained on file by Recipient for at least five years after the expiration or  
230 termination of this MOU and made available to Agency upon request.

231 11.3. **Audit Requirements.** Agency shall contract for an annual audit, to be initiated  
232 within six months after the end of the fiscal year being audited, for the purpose of  
233 determining Recipient's compliance with this MOU, the Act, and Measure A. Upon  
234 completion of the annual audit, Agency will provide Recipient with a copy thereof.

235 12. **Compliance with Funding Requirements.** Recipient and any of its sub-recipients shall  
236 comply with the programmatic and financial grant implementation policies and guidelines  
237 included in the Master Funding Policy and Guidelines for Eligible Jurisdictions, published  
238 by the Agency, for all categories of funds.

239 13. **Indemnification.** Recipient agrees to indemnify, defend (with counsel reasonably  
240 approved by Agency) and hold harmless Agency and its board members, officials, officers,  
241 employees, agents, and volunteers, at Recipient's sole expense, from and against any and  
242 all claims actions, losses, damages, liability, and/or legal proceedings brought against  
243 Agency, its board members, officials, officers, employees, agents, and volunteers arising  
244 out of Recipient's performance of, or lack of performance of, any of its obligations under  
245 this MOU.

246 14. **Dispute Resolution; Breach and Remedies.**

247 14.1. **Avoidance of Disputes.** The Parties recognize that, as public agencies that are  
248 mutually interested in the efficient and effective use of Measure A revenues to  
249 prevent homelessness and increase access to affordable housing, the Parties desire  
250 to avoid legal disputes related to this MOU or to the pass-down and expenditure of  
251 Measure A revenues. The Parties therefore commit to make their respective best  
252 efforts to work collaboratively and cohesively to address questions of eligible uses  
253 or other compliance-related issues prior to the issue rising to the level of a dispute.

254 14.2. **Dispute Resolution.** Except as otherwise provided below, before proceeding in  
255 accordance with Sections 14.3 and 14.4, the Parties will attempt to informally  
256 resolve any disputes that arise from the application or interpretation of this MOU.  
257 The aggrieved Party shall notify the other Party of its intent to invoke this dispute  
258 resolution procedure within 10 business days after such dispute arises. If the Parties  
259 fail to resolve the dispute within 10 business days after delivery of such notice, each  
260 Party shall, within five business days thereafter, nominate a senior officer of its  
261 management to meet at a mutually agreed location to resolve the dispute. If the  
262 dispute remains unresolved within 10 business days after such a meeting, each  
263 Party, without further delay, shall have the right to proceed in accordance with

Sections 14.3 and 14.4. Notwithstanding the foregoing, this Section 14.2 does not apply to a dispute involving Recipient's alleged misuse or misappropriation of funds in violation of the Act, Measure A, or other applicable laws.

**14.3. Recipient's Breach.** Recipient shall be in breach under this MOU if it fails to perform or satisfy any obligation or requirement set forth herein, or if it fails to comply with the Agency's established policies and guidelines, the Act, Measure A or other applicable law. If such violation is subject to cure, it shall be deemed a breach of this MOU after 60 calendar days of receiving written notice from Agency.

**14.4. Remedies.**

14.4.1. Recipient's sole remedy shall be to institute an action at law or equity to seek specific performance of the terms of this MOU. Recipient shall not be entitled to recover damages for any breach by Agency hereunder. For clarity, this Section allows for Recipient to obtain a court order to receive disbursement of Agency funds that Recipient is legally entitled to receive or to obtain a declaration of rights among the Parties under the law or this MOU.

14.4.2. If Agency alleges that Recipient has misused or misappropriated funds in violation of the Act, Measure A, or both, Agency may institute an action at law or equity to pursue all available legal or equitable remedies without providing a period for cure. In addition to the foregoing, Agency may pause disbursements of PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient until such time as Agency reasonably determines that Recipient is complying with this MOU or a court of competent jurisdiction orders Agency to resume disbursing PPO funds, Technical Assistance funds, and/or RPHP funds to Recipient.

**15. Most Favored Nation.** Recipient acknowledges that Agency receives Measure A revenues for the purpose of passing through funding to multiple Eligible Jurisdictions throughout the County of Los Angeles and that each Eligible Jurisdiction, including Recipient, benefits from terms that ensure that another Eligible Jurisdiction (or its Subrecipients or contractors) does not take actions against Agency that would put Agency's pool of funds at risk. Therefore, Agency recognizes that the terms of this MOU, including the indemnity provisions and limitations on damages against Agency, are most effective if applicable to all Eligible Jurisdictions. Recipient shall therefore be subject to the same terms and conditions of the Eligible Jurisdiction that receives the most favorable terms in its Funding Memorandum of Understanding with Agency. This most favored nation clause is not triggered by, and shall not preclude, Agency from settling or resolving disputes with Eligible Jurisdictions or other claimants; it is only intended to ensure the standardization of the various MOUs.

**16. Notice.**

302 16.1. **Methods.** All notices, consents, requests, demands, and other communications  
303 required or permitted under this MOU must be in writing and are conclusively  
304 deemed effective:

305 (A) On personal delivery;

306 (B) On confirmed delivery by courier service;

307 (C) On the first business day after transmission if sent by registered electronic  
308 mail transmission, with unmodifiable proof of content, delivery, and time  
309 of delivery;

310 (D) If delivered by non-registered email, when the recipient, by an email sent to  
311 the email address for the sender stated in this Section 1616 or by a notice  
312 delivered by another method in accordance with this Section 1616  
313 acknowledges having received the sender's email, provided that an  
314 automatic "read receipt" does not constitute acknowledgment of an email  
315 for purposes of this Section 1616; or

316 (E) On the third day after deposit in the United States mail, by certified or  
317 registered mail, postage prepaid, addressed to the other Party.

318 16.2. **Courtesy Notice.**

319 (A) If a Party gives notice under Section 16.116.1(A), (B), or (E) above, the  
320 noticing Party will make a good-faith effort to also send a courtesy copy of  
321 the notice to the other Party by email.

322 (B) Failure to receive a courtesy copy is not a defect in notice.

323 16.3. **Addresses.**

324 (A) Notices and other written communications to Agency must be sent to:

325  
326 Los Angeles County Affordable Housing Solutions Agency  
327 Kenneth Hahn Hall of Administration  
328 500 W Temple St., Room B50-b  
329 Los Angeles, CA 90012  
330 Attention: Ryan Olson, Controller  
331 Email: [ryan.olson@lacahsa.gov](mailto:ryan.olson@lacahsa.gov)  
332

333 With a copy to:

334  
335 Best Best & Krieger LLP  
336 300 South Grand Ave., 25th Floor  
337 Los Angeles, CA 90071

Attn: Michael Maurer and Paula de Sousa  
Email: [Michael.Maurer@bbklaw.com](mailto:Michael.Maurer@bbklaw.com)

(B) Notices and other written communications to Recipient must be sent to:

South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110  
Attention: Jacki Bacharach  
Email: [jacki@southbaycities.org](mailto:jacki@southbaycities.org)

With a copy to:

South Bay Cities Council of Governments  
357 Van Ness Way, Suite 110  
Attention: David Leger  
Email: [david@southbaycities.org](mailto:david@southbaycities.org)

16.4. **Change of Address.** Either Party may change its address or email address by giving the other Party notice of the change in any manner permitted by this MOU.

16.5. **Refused or Undeliverable Notice.** Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified is deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, courier service, or other delivery service (as applicable).

## 17. Miscellaneous.

17.1. **Governing Law; Venue.** This MOU is governed by the laws of the State of California. Venue lies only in the state and federal courts in Los Angeles County, California.

17.2. **Integrated Agreement.** This MOU is the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior written and oral agreements or understandings between the Parties. This MOU cannot be modified except by a written document signed by both Parties. No Party is relying on any other negotiation, discussion, or agreement in connection with the subject matter of this MOU. This is a fully integrated agreement.

17.3. **Independent Representation by Counsel.** The Parties represent that in executing this MOU they have relied solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel.

17.4. **Capacity to Contract.** Recipient has the capacity and the authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Recipient to carry out the terms hereof.



- 377 17.5. **Authority to Execute.** Each person executing this MOU on behalf of Recipient  
378 represents and warrants to Agency that they are duly authorized to execute and  
379 deliver this agreement on behalf of Recipient.
- 380 17.6. **Enforcement Costs.** If any action or proceeding is brought by any Party against  
381 any other Party to enforce any of the provisions hereof, or to seek damages by  
382 reason of any alleged breach of any of the provisions hereof (whether at the trial  
383 court level, appellate level, in a bankruptcy, probate or administrative proceeding  
384 or otherwise), the prevailing Party shall be entitled to recover from the other Party  
385 its attorney's fees in such amount as the court may adjudge reasonable in such  
386 action or proceeding, together with the prevailing Party's other costs and expenses  
387 (including, without limit, court costs and other litigation costs and expenses).
- 388 17.7. **Assignment.** Recipient may not assign this MOU without Agency's prior written  
389 consent, which may be withheld for any reason.
- 390 17.8. **Severability.** If any provision of this MOU is held by a court of competent  
391 jurisdiction to be invalid, void, or unenforceable and the invalidity or  
392 unenforceability of such a provision does not deny a Party the material benefit of  
393 this MOU, then the other provisions of this MOU that can be given effect without  
394 the invalid provision remain in effect.
- 395 17.9. **Headings.** This MOU's headings are inserted solely for convenience of reference  
396 and are not intended to govern, limit, or aid in the construction of any term or  
397 provision hereof.
- 398 17.10. **Counterparts; Electronic Signatures.**
- 399 (A) This MOU may be signed and delivered in counterparts.
- 400 (B) In addition to any other lawful method of executing this MOU, this MOU  
401 may be signed and delivered by each Party either: (i) electronically by  
402 facsimile (e.g., scanned image or PDF copy); or (ii) digitally through the  
403 use of EchoSign, DocuSign, or such other commercially available digital-  
404 signature software that results in verified and confirmed signatures  
405 delivered electronically to each Party.
- 406 (C) Each electronic or digital signature of a Party is treated as an original, as if  
407 personally signed by that Party.
- 408 17.11. **Agreements with Third Parties.** If Recipient enters into any agreements with  
409 contractors, consultants, subrecipients or other parties ("**Other Contracting  
410 Party**") for the use of PPO Funds, Technical Assistance Funds, or RPHP Funds for  
411 the implementation of eligible activities ("**Third-Party Contracts**"), such Third-  
412 Party Contracts shall be consistent with the terms of this MOU. Recipient shall  
413 include in all Third-Party Contracts a requirement to comply with all terms of this  
414 MOU applicable to the work or services provided by the Other Contracting Party,  
415 and all legal requirements, including the Measure A requirements.

416  
417 17.12. **No Third-Party Beneficiary.** There is no intended third-party beneficiary of this  
418 MOU.

419 17.13. **No Waiver.** No waiver of a provision of this MOU is valid unless it is made in  
420 writing and signed by the Party against whom such waiver is sought to be enforced.  
421 A failure to enforce a right hereunder does not constitute a continuing waiver of  
422 that right or a waiver of any other right hereunder. No waiver, benefit, privilege, or  
423 service that is voluntarily given or performed by a Party gives the other Party any  
424 contractual right by custom, estoppel, or otherwise.

425 17.14. **Successors and Representatives.** This MOU binds and inures to the benefit of the  
426 Parties and their respective heirs, personal representatives, successors, and (where  
427 permitted) assignees.

428 *(Signatures on the following page)*

IN WITNESS WHEREOF, the Parties have executed this MOU as indicated below.

**RECIPIENT**

South Bay Cities Council of Governments a [entity type]

By: \_\_\_\_\_  
Jacki Bacharach, Executive Director

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
[attorney name][title]

**AGENCY**

Los Angeles County Affordable Housing  
Solutions Agency, a special act agency

Los Angeles County Affordable Housing Solutions Agency, a Special Act Agency

By: \_\_\_\_\_  
Ryan Olson, Controller

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Michael Maurer, Agency Co-General Counsel

## **EXHIBIT A**

### **Eligible Jurisdictions**

<b>Eligible Jurisdiction</b>	<b>PPO Pro Rata RHNA Share<sup>1</sup></b>	<b>Technical Assistance Share</b>	<b>RPHP Share</b>
Burbank-Glendale-Pasadena Regional Housing Trust	1.03%	0.09%	0.56%
City of Glendale	0.69%	0.09%	0.55%
City of Long Beach	1.38%	0.20%	1.21%
City of Los Angeles	22.80%	1.72%	10.34%
City of Santa Clarita	0.63%	0.04%	0.23%
Gateway Cities Council of Governments/Gateway Cities Affordable Housing Trust	2.37%	0.35%	2.12%
Las Virgenes/Malibu Council of Governments	0.07%	0.01%	0.04%
North Los Angeles County Transportation Coalition JPA	0.76%	0.09%	0.56%
San Fernando Valley Council of Governments	0.09%	0.01%	0.04%
San Gabriel Valley Council of Governments/San Gabriel Valley Regional Housing Trust	4.22%	0.36%	2.14%
South Bay Cities Council of Governments/South Bay Regional Housing Trust	1.91%	0.21%	1.28%
Unincorporated Los Angeles County	4.86%	0.23%	1.39%
Westside Cities Council of Governments	1.19%	0.09%	0.55%

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<sup>1</sup> As approved by Agency's Board on 6/25/2025. Pursuant to the Act, the Pro Rata RHNA Shares attributable to the Councils of Governments exclude any share attributable to an individually listed jurisdiction.

## **EXHIBIT B-1**

### **Government Code Section 64830**

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**64830.**

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:
  - (1) A minimum of 40 percent of the annual programmatic budget, excluding any bond indebtedness, shall be spent on affordable housing creation, preservation, and ownership as follows:
    - (A) The following conditions shall apply with regard to affordable housing creation:
      - (i) Funding pursuant to this subparagraph may be used for the following purposes, including, but not limited to, land acquisition, housing acquisition, financing, and ownership programs, including the agency serving as a single source of financing as appropriate, income assistance for extremely low income households, and project-based rental assistance contracts with no time limit that are restricted to the support of extremely low income households.
      - (ii) Financing for any development costs associated with a project or funding grant that is for housing that is 100 percent affordable, which means restricted to any household that earns less than 80 percent of the area median income (AMI), including permanent supportive housing that includes onsite supportive services. An eligible project may also include a subset of at least 50 units, or 50 percent of the total units, whichever is greater, in a larger development that includes units targeted up to 120 percent of AMI, in which case the agency may only fund units that are designated for extremely low and very low income households, and agency funds shall not be used in connection with any unit that is income restricted due to development incentives, density bonuses, or similar programs.
    - (I) For each of the eligible jurisdictions, as defined in paragraph (1) of subdivision (a) of Section 64830.5, 25 percent of all funded units shall be reserved for extremely low income households, as defined in Section 50106 of the Health and Safety Code, and 25 percent shall be reserved for very low

income households, as defined in Section 50105 of the Health and Safety Code, over any two-year period, with regular monitoring by the citizens' oversight committee and board of units funded and constructed during that two-year period.

- (II) For each project, 10 percent of the units in the project shall be reserved for extremely low income households and 10 percent of the units shall be reserved for very low income households.
- (B) Funding pursuant to this paragraph for affordable housing preservation programs may be used to acquire, rehabilitate, place affordability restrictions on, and preserve existing housing units, housing from the private market, and units in residential hotels as defined in paragraph (1) of subdivision (b) of Section 50519 of the Health and Safety Code for affordability, in order to prevent the loss of affordability and expand permanent affordability. Funding provided pursuant to this subparagraph shall be subject to both of the following conditions:
- (i) Existing residents of buildings acquired for the purpose of affordable housing preservation shall not be permanently displaced, even if the resident's household income exceeds the moderate-income limits in Section 50093 of the Health and Safety Code.
  - (ii) Buildings acquired for the purpose of affordable housing preservation shall achieve 100 percent occupancy by extremely low or very low income households over time through unit turnover.

Grants, loans, or other financing provided to community land trusts and other similarly structured nonprofit entities to acquire, rehabilitate, and preserve existing housing units are an eligible use pursuant to this subparagraph.

Programs to enable low- or moderate-income households to become or remain homeowners, including, but not limited to, below market rate ownership programs, downpayment assistance programs, residential rehabilitation loan programs, and grants or loans to assist in the rehabilitation or replacement of existing mobile homes located in a mobile home or manufactured home are eligible uses pursuant to this subparagraph.

- (C) Funding provided pursuant to this paragraph shall be subject to the following conditions in the event that demolition or rehabilitation of housing units is required:
- (i) (I) Any funded development or affordable housing grant on any property that includes a parcel or parcels that currently have residential uses, or within the five years preceding the grant have had residential uses that have been vacated or demolished, that are or were subject to a recorded covenant, ordinance, or law that

restricts rents to levels affordable to persons and families of low or very low income, subject to any other form of rent or price control through a public entity's valid exercise of its police power, or occupied by low- or very low income households, shall be subject to a policy requiring the replacement of all those units to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy.

(II) Replacement requirements shall be consistent with those set forth in paragraph (3) of subdivision (c) of Section 65915, provided that any dwelling unit that is or was, within the five-year period preceding the grant, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income shall be replaced with units made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families.

(ii) If existing residents are required to be relocated due to demolition or rehabilitation needs, the developer is required to provide relocation benefits to the occupants of those housing rental units subject to Chapter 16 (commencing with Section 7260) of Division 7 of Title 1. The developer shall comply with either the local government requirements for relocation assistance to displaced households or the policy set by the agency for relocation assistance to displaced households, whichever provides a greater benefit to the relocated or displaced households.

(iii) If existing occupants who are lower income households are required to vacate their units due to demolition or rehabilitation needs, the developer shall provide a right of first refusal for a comparable unit available in the new or rehabilitated housing development that is affordable to the household at an affordable rent, as defined in Section 50053 of the Health and Safety Code, or an affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code.

...

*(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.)*

## **EXHIBIT B-2**

### **Government Code Section 64830.5(a)(2)(A)**

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#### **64830.5(a)(2).**

...

#### **(A)**

- (i) Seventy percent of annual funding for the purpose of affordable housing preservation, affordable housing production, income assistance for extremely low-income households, and long-term, project-based rental assistance shall be allocated, based on the eligible jurisdiction's pro rata lower income housing need, to the eligible jurisdictions, provided that the allocation is consistent with the eligible uses of the funding set forth in paragraph (1) of subdivision (d) of Section 64830.
- (ii)
  - (I) Thirty percent of annual funding for the purpose of affordable housing preservation, affordable housing production, and long-term rental assistance, with no time limit, shall be allocated by the agency to the eligible jurisdictions consistent with the guiding principles of the agency and the eligible uses outlined in Section 64830.
  - (II) At least 5 percent of funds allocated pursuant to subclause (I) shall be used for technical assistance grants to cities with a population under 50,000.
- (iii) If an eligible jurisdiction is found to be out of compliance with affordability targets at the end of a two-year period, the board may take any of the following actions:
  - (I) Limit the funding for the jurisdiction to extremely low and very low income housing units only until compliance is reestablished.
  - (II) Require the funding allocated to the jurisdiction to be administered by the agency instead of the jurisdiction.
  - (III) Increase funding incentives as needed to meet project and programmatic targets.
- (iv)
  - (I) Any eligible jurisdiction may receive a direct allocation of all or part of the jurisdiction's funding described in this subparagraph if all of the following conditions are met:
    - (ia) The jurisdiction agrees to adopt and adhere to agency financing policies and guidelines, including public engagement and notice provisions outlined in this chapter.



- (ib) All funded projects are in compliance with the agency’s eligible uses and affordability requirements.
- (ic) The jurisdiction agrees to allocate its funding within 12 months through administrative processes without being subject to additional legislative process.
- (id) The jurisdiction is in compliance with Affirmatively Furthering Fair Housing in California guidelines.

(II)

- (ia) Once committed to a specific project, funds shall remain available for expenditure for an additional five years, unless an extension is authorized pursuant to sub-subclause (ib).
- (ib) If the funds have not been expended within five years of receipt as required in sub-subclause (ia), the jurisdiction shall show that it has made adequate progress towards completing the project. If the agency finds that the city has made adequate progress, the agency shall authorize an additional 24 months to grant entitlements to the remainder of the project. If the agency does not find that the city has made adequate progress, the funds shall be transferred to the agency. The agency shall hold the funds until the city submits a plan satisfactory to the agency to move forward with the project or allocate funds to another qualified project consistent with the jurisdiction’s expenditure plan.
- (ic) For purposes of this subclause, “adequate progress” means the project has received the land use approvals or entitlements necessary for at least 75 percent of the project’s units. . . .

. . .

*(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025*

**EXHIBIT B-3**

**Government Code Section 64830**

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**64830.**

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

...

- (4) At least 5 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be used for technical assistance, research, and policy development. Eligible uses for these funds include, but are not limited to, all of the following:
- (A) Collecting and tracking information related to displacement and displacement risk, rents, and evictions in the region.
  - (B) Drafting model affordable housing land use ordinances that may be adopted by any jurisdiction in the County of Los Angeles.

...

*(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.*

**EXHIBIT B-4**

**Government Code Section 64830**

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**64830.**

...

- (d) Subject to funding eligibility and adjustment pursuant to subdivision (b) of Section 64717, the agency shall distribute regional housing revenue in the form of a grant, loan, or other financing tool pursuant to subdivision (q) of Section 64720 in a manner that achieves the following shares in the annual expenditure plan:

...

(2)

- (A) At least 30 percent of the total annual programmatic budget, excluding any bond indebtedness, shall be spent on countywide renter protection and support programs.
- (B) These programs include any effort that helps renters of lower income households, as defined in Section 50079.5 of the Health and Safety Code.
- (C) Eligible uses of the funds include, but are not limited to, all of the following:
  - (i) Preeviction and eviction legal services, counseling, advice and consultation, training, renter education and representation, and services to improve habitability that protect against displacement of tenants.
  - (ii) Providing rental assistance for lower income households. Rental assistance shall be provided to a specific household for a reasonable amount of time not to exceed six months, and shall be paired with supportive services, such as eviction prevention and defense, to the greatest extent possible.
  - (iii) Providing relocation assistance for lower income households beyond what is legally required of landlords according to local or state law.

...

*(Amended by Stats. 2024, Ch. 80, Sec. 73. (SB 1525) Effective January 1, 2025.*

## **EXHIBIT C-1**

### **Measure A Labor Requirements**

#### **SECTION 28. CONSTRUCTION WORK.**

- A. It is the intent of this section to encourage the development of local job opportunities and career pathways into the building and construction trades, including but not limited to apprenticeship and pre-apprenticeship programs.
- B. Any construction or rehabilitation project receiving funding or financing from this Ordinance, including but not limited to a project of fewer than 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with section 1720) of Part 7 of Division 2 of the Labor Code.
- C. A project of 40 or more units is eligible to receive funding or financing from this Ordinance only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 if the project is within the City of Los Angeles, or the Countywide Community Workforce Agreement executed by the Chief Executive Officer on June 7, 2023 if the project is elsewhere, or any successor to either agreement.
- D. For purposes of sections 28 and 29 of this Ordinance, the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for a development project, regardless of whether construction or rehabilitation proceeds in phases or project ownership is divided.
- E. The Designated Enforcement Agency (“DEA”) shall have authority to enforce Labor Code sections 1720-1815, as amended from time to time, for projects funded by the tax imposed by this Ordinance. Any developer, contractor, or subcontractor as to such projects shall be required to cooperate fully in any investigation the DEA initiates. For projects located in the City of Los Angeles, the DEA shall be the Department of Public Works, Bureau of Contract Administration. For projects elsewhere, the contracting Funding Recipient shall act as or designate the DEA. The DEA shall be authorized to work with joint labor management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. section 175a) in order to carry out the enforcement/investigation duties under this Ordinance. A joint labor management committee may bring an action in any court of competent jurisdiction against an employer that fails to comply with the labor standards required under this Ordinance.
- F. Notwithstanding subsection C of this section, if a project labor agreement is agreed between the Funding Recipient or project developer, the Los Angeles/Orange Counties Building and Construction Trades Council, and the Western States Regional Council of Carpenters, then a project with 40 or more units is eligible to receive funding or financing from this Ordinance if all construction and rehabilitation is subject to that project labor agreement.
- G. For purposes of this Ordinance, “project labor agreement” has the meaning stated in subdivision (b)(1) of section 2500 of the Public Contract Code.

## **EXHIBIT C-2**

### **Government Code Section 64720.5**

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#### **64720.5.**

- (a) Any construction or rehabilitation project receiving funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, including, but not limited to, a project with under 40 units, shall constitute a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.
- (b) A project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the City of Los Angeles Department of Public Works PLA. For purposes of this subdivision and subdivision (c), the number of units means the maximum number of units authorized in an entitlement granted by the land use permitting authority for the development project, regardless of whether construction or rehabilitation proceeds in phases or ownership is divided.
- (c) Notwithstanding subdivision (b), if a specific countywide project labor agreement is negotiated with mutual agreement between the Los Angeles/Orange Counties Building and Construction Trades Council and the Southern California Association of Nonprofit Housing and approved by the agency, then a project with 40 units or greater is eligible to receive funding or financing from the agency, a measure proposed by the agency pursuant to subdivision (a) of Section 64720, or a joint powers authority of which the agency is a member, only if all construction and rehabilitation is subject to the specific countywide project labor agreement rather than the Department of Public Works PLA.
- (d) For purposes of this section, “project labor agreement” has the same meaning as in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.
- (e) For purposes of this section, “Department of Public Works PLA” means the City of Los Angeles Department of Public Works Project Labor Agreement 2020-2030 with Los Angeles/Orange Counties Building and Construction Trades Council, effective August 25, 2021.

*(Added by Stats. 2022, Ch. 661, Sec. 1. (SB 679) Effective January 1, 2023.)*

### **EXHIBIT C-3**

#### **Measure A Section 27**

#### **SECTION 27. IMPROVING RECRUITMENT AND RETENTION OF HOMELESSNESS SERVICE AND PREVENTION WORKERS.**

- A. All contracts funding social services positions, including but not limited to homelessness services and eviction prevention workers, financed by the tax imposed by this Ordinance must:
1. Set sufficient payment rates to enable contractors to pay wages aligned with public and private market conditions;
  2. Allow amendments, as needed, to provide that incentives and wage increases for cost of living similar to those offered to County staff and/or Los Angeles Homeless Services Authority staff are also available to service provider and prevention worker staff;
  3. Allow annual adjustments to reflect cost-of-living adjustments, increases in administrative allowances, and operational cost changes due to inflation or other factors (such as supply shortages, insurance market changes, etc.);
  4. Be paid in a timely manner to prevent unnecessary cost increases borne by service providers; and
  5. Not result in displacement of public employees.

Multi-year contracts are encouraged to support system, service delivery, workforce, and nonprofit service provider stability.

- B. By June 30, 2025, the County shall establish a labor council with equal representation from organized labor and nonprofit social service provider leadership to discuss pay equity and career development at contracted service providers, especially with regard to racial disparities and for those with lived experience of homelessness. This council shall make recommendations to the Board of Supervisors on issues related but not limited to all levels of compensation, wages and benefits, and appropriate pay ranges as compared to County employees performing similar work, including the feasibility of contracts for social services positions financed by this Ordinance meeting or exceeding area wage standards, pay equity for service provider staff, and the allowance of cost-of-living adjustments. The labor council shall provide initial recommendations to the Board of Supervisors by June 30, 2026.
- C. Every three years, the Chief Executive Officer shall conduct a review every three years of current payment rates across service types (such as interim housing bed rates) to inform rate changes and, every five years, shall review current administrative rates allowed in service contracts compared with industry standards and best practices.