

**SECTOR REPRESENTATIVE AND
ELIGIBLE JURISDICTION CAPACITY SUPPORT PROGRAM
MEMORANDUM OF UNDERSTANDING**

[SECTOR NAME]

This Sector Representative and Eligible Jurisdiction Capacity Support Program Memorandum of Understanding (“**MOU**”), effective _____, 20__ (“**Effective Date**”), is between the Los Angeles County Affordable Housing Solutions Agency, a special act agency established pursuant to Government Code section 64710 and operating pursuant to the Los Angeles County Regional Housing Finance Act, Government Code section 64700 et seq. (“**Agency**”), and the South Bay Cities Council of Governments, a [Entity Description] (“**SBCCOG**”), each individually a “**Party**” and collectively the “**Parties**.”

RECITALS

This MOU is made with reference to the following facts:

- A. In September 2022, Governor Newsom signed Senate Bill 679, known as the Los Angeles County Regional Housing Finance Act (“**Act**”). The Act created Agency to increase the supply of affordable housing by providing enhanced funding and technical assistance for renter protections, affordable housing preservation, and new affordable housing production.
- B. In November 2024, Los Angeles County voters approved “**Measure A**,” known as the Affordable Housing, Homelessness Solutions, and Prevention Now Transactions and Use Tax Ordinance. Measure A established a one-half percent sales tax on every dollar of goods sold in Los Angeles County to provide dedicated funding for various purposes, including reducing and preventing homelessness and increasing the supply of affordable housing. Measure A directs the disbursement of proceeds generated to the Agency, and further directs the Agency’s use of the Measure A funds.
- C. Measure A directs the Los Angeles County Auditor-Controller (“**County Auditor-Controller**”) to disburse 35.75% of the proceeds generated to Agency for use in accordance with the Act’s and Measure A’s requirements through fiscal year 2029-2030 (and thereafter, such percentage may be modified by the Los Angeles County Board of Supervisors every five years, except that such percentage may not be less than 33.33%). These include, among other things, that: Agency use 60% of its Measure A funds for affordable housing production, preservation, and ownership (“**PPO**”) (Gov. Code, § 64830(d)(1); Measure A, § 29(B)); that Agency use 5% of its Measure A funds for technical assistance, research, and policy development (“**Technical Assistance**”) (Gov. Code, § 64830(d)(4)); and that Agency use 30% of its Measure A funds for Renter Protection and Homelessness Prevention (“**RPHP**”) (Gov. Code, § 64830(d)(2)).
- 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 each Eligible Jurisdiction for each funding category.

- E. The Agency’s Board includes a member appointed to represent the Southwest Sector (“**Representative**”). The Representative requires assistance with his or her duties as a member of the Agency Board, and the Agency acknowledges the need for the Representative to have professional assistance to provide support in the performance of his or her duties as a Board member and liaison to the Southwest Sector, which includes multiple Eligible Jurisdictions in his or her sector area.
- F. The Parties desire that the SBCCOG, subject to the approval of the Representative, employ or contract with a professional service provider (“**Liaison**”) for provision of services, Exhibit B, to aid the Representative and Eligible Jurisdictions in his or her sector area (“**Services**”), and that Agency provide reimbursement of such services via the provision of Technical Assistance funds pursuant to the terms of this MOU.

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 SBCCOG have entered into this MOU. Agency and SBCCOG 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.

2. **SBCCOG Liaison Term; Extension.** The term of this MOU is from January 1, 2026, through June 30, 2026, unless earlier terminated or extended by written mutual agreement of the Parties. The term of this MOU may be extended for an additional six-month term based on the availability of funding provided through the annual appropriation process of the Agency’s Board. Any renewal terms shall be on the same terms and conditions provided herein, except that payment provided under this MOU shall be automatically updated to reflect the allocations set forth in the Annual Expenditure and Strategy Plan adopted by the Board for the 2026-2027 fiscal year.

3. **Payment.**

3.1 Agency shall reimburse SBCCOG in an amount equal to the six-month cost of the Contract, plus an administrative fee not to exceed 5% of the actual six-month cost of the Contract. In no event shall the total reimbursement amount, including the administrative fee, exceed **\$75,000** for the six-month term of Contract or the term of this MOU. The Parties acknowledge that reimbursements shall be provided via Technical Assistance funds, the provision of which are governed by the Act, Measure A, and program policies and guidelines adopted by Agency’s Board.

3.2 Agency shall reimburse SBCCOG in six monthly installments, with each installment representing approximately one-sixth of the six-month cost of the Contract. SBCCOG shall provide the Agency a monthly invoice for the reimbursable amount due. Agency shall reimburse SBCCOG the invoiced amount within thirty days of receipt of invoice. Upon SBCCOG’s request, Agency shall provide the equivalent of two months of the six-month cost of the Contract as an advance payment to SBCCOG. Thereafter, Agency shall make four monthly

installments for the remainder of the reimbursement within thirty days of receipt of each monthly invoice.

4. **Agency Obligations; Accommodations.**

4.1 Should the agency decide to contract with a consultant as the Liaison, Agency shall provide the Liaison throughout the term of this MOU with accommodations at Agency's offices to aid in the performance of Liaison's duties to provide support services for (1) the Representative in the performance of his or her duties as a Board member and (2) Eligible Jurisdictions within the SBCCOG. The accommodations shall include a common area with access to an office, telephone, and a computer with Internet access, and any other accommodations to which the Parties mutually agree.

4.2 Should the agency decide to contract with a consultant as the Liaison, The office space provided by Agency pursuant to this paragraph shall not be the primary office of the Consultant.

4.3 Should the agency decide to contract with a consultant as the Liaison, Agency shall provide the Consultant throughout the term of this MOU with the same access to and within the Agency's offices as that enjoyed by staff to the other Board members. Notwithstanding the above, Agency may require Consultant to enter into a separate agreement defining the provision of such office space before providing ac

5. **SBCCOG Obligations.**

5.1 **Use of Funds.** SBCCOG shall comply with all of the following requirements related to the use of Technical Assistance funds from the Agency:

- A. **Government Code Section 64830(d)(4).** SBCCOG's use of Technical Assistance funds will comply with the requirements of Government Code section 64830(d)(4), attached hereto as Exhibit A and incorporated herein by reference.
- B. **Prohibited Uses.** Except as expressly authorized by Government Code section 64710, SBCCOG will not use Technical Assistance funds to perform or undertake any functions related to supports and services provided to people experiencing homelessness.
- C. **Supplemental Capacity for Existing Efforts.** SBCCOG's use of Technical Assistance funds shall not supplant, but may complement and supplement existing efforts by cities, counties, districts, and other local, regional and state entities that were in existence as of January 1, 2022. Nothing in this paragraph shall be construed to prohibit use of funds for new efforts.

5.2 **Consent and Approval of Representative.** SBCCOG shall obtain consent from the Representative before entering into the Contract or employing a Liaison for the provision of services to aid the Representative and Eligible Jurisdictions in his or her sector area. Final selection of the Liaison shall be subject to Representative's approval.

5.3 **Procurement.** Contract shall be subject to the established procurement procedures and processes of SBCCOG.

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

6. Notice.

6.1 **Addresses.** Notices and other written communications to the Parties must be sent to:

For Agency:

Los Angeles County Affordable Housing Solutions Agency
370 N St. Andrews Place
Room B-16
Los Angeles, CA 90012
Attention: Ryan Johnson, Chief Executive Officer
[Email: ryan.johnson@lacaahsa.gov](mailto:ryan.johnson@lacaahsa.gov)

With a copy to:

Best Best & Krieger LLP
300 South Grand Ave., 25th Floor
Los Angeles, CA 90071
Attention: Michael Maurer and Paula de Sousa
Emails: michael.maurer@bbklaw.com or paula.desousa@bbklaw.com

For Sector:

South Bay Cities Council of Governments

357 Van Ness Way, Suite 110

Torrance, California 90501

Attention: Jacki Bacharach, Executive Director

Email: jacki@southbaycities.org

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

- A. On personal delivery;
- B. On confirmed delivery by courier service;
- C. On the first business day after transmission if sent by registered electronic mail transmission, with unmodifiable proof of content, delivery, and time of delivery;
- D. If delivered by non-registered email, when the recipient, by an email sent to the email address for the sender stated in this Section 1616 or by a notice

delivered by another method in accordance with this Section 1616 acknowledges having received the sender's email, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 1616; or

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

7. **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).

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

9. **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.

10. **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.

11. **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.

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

13. **Enforcement Costs.** If any action or proceeding is brought by any Party against any other Party to enforce any of the provisions hereof, or to seek damages by reason of any alleged breach of any of the provisions hereof (whether at the trial court level, appellate level, in a bankruptcy, probate or administrative proceeding or otherwise), the prevailing Party shall be entitled to recover from the other Party its attorney's fees in such amount as the court may adjudge reasonable in such action or proceeding, together with the prevailing Party's other costs and expenses (including, without limit, court costs and other litigation costs and expenses).

14. **Assignment.** SBCCOG may not assign this MOU without Agency's prior written consent, which may be withheld for any reason.

15. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable and the invalidity or unenforceability of such a provision does

not deny a Party the material benefit of this MOU, then the other provisions of this MOU that can be given effect without the invalid provision remain in effect.

16. **Headings.** This MOU's headings are inserted solely for convenience of reference and are not intended to govern, limit, or aid in the construction of any term or provision hereof.

17. **Counterparts; Electronic Signatures.**

17.1 This MOU may be signed and delivered in counterparts.

17.2 In addition to any other lawful method of executing this MOU, this MOU may be signed and delivered by each Party either: (i) electronically by facsimile (e.g., scanned image or PDF copy); or (ii) digitally through the use of EchoSign, DocuSign, or such other commercially available digital-signature software that results in verified and confirmed signatures delivered electronically to each Party.

17.3 Each electronic or digital signature of a Party is treated as an original, as if personally signed by that Party.

18. **No Third-Party Beneficiary.** There is no intended third-party beneficiary of this MOU.

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

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

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

[signature on following page]

**LOS ANGELES COUNTY
AFFORDABLE HOUSING SOLUTIONS
AGENCY**

[INSERT NAME OF SECTOR]

By:

Ryan Johnson
Interim Chief Executive Officer

By:

[Name]

[Title]

APPROVED AS TO FORM:

Michael Maurer
Paula C. P. de Sousa
General Counsel

EXHIBIT A

Government Code Section 64830

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.*