

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND
HARBOR CONNECTS REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF
LOS ANGELES MEASURE A FUNDS**

This Memorandum of Understanding ("MOU") is made as of January 22, 2026, by and between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and Harbor Connects ("Provider"), a California non-profit corporation, (collectively, the "Parties").

RECITALS

- A. As a regional administrator, the SBCCOG receives homelessness funding, including the November 5, 2024, Los Angeles County voter-approved Measure A half-cent sales tax which repealed and replaced Measure H. Measure A provides continuous funding to address homelessness with housing and services.

- B. On March 25, 2025, the Board of Supervisors adopted the Local Solutions Fund (LSF) funding formula as part of the Measure A requirements, which is based 90% on a region's Point-in-Time Homeless Count (2-year average) and 10% on a region's low-income population percentage. Based on this formula, the SBCCOG is projected to receive \$3,048,204 in the first year (FY25/26). Because the SBCCOG has outperformed most other regions in Los Angeles County in resolving instances of homelessness, the SBCCOG anticipates our region's LSF funding will decrease over time due to the homeless count component of the funding formula.

- C. In addition, to LSF programming, the SBCCOG will receive funding from the Los Angeles County Affordable Housing Solutions Agency (LACAHS) as an eligible jurisdiction per SB 679. The SBCCOG anticipates roughly \$11 million annually in funding for (1) housing production, preservation, and ownership; (2) renter protection and homeless prevention; (3) technical assistance. With this programming, the SBCCOG expects to reduce the inflow of households into homelessness and make housing more affordable for vulnerable households.
 - A. The goals of these programs are to reduce street homelessness and stabilize housing insecurity.

 - D. 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 Provider.

Agreement

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

I. TERM:

This MOU shall be effective as of February 1, 2026, and shall remain in full force and effect until June 30, 2031 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the LACAHSAs/SBCCOG Contract (Exhibit 1 LACAHSAs Contract). This MOU is contingent upon SBCCOG receiving funding from its funders, and is subject to review during each funding year of the term. In the event that funding from the funders is terminated, the termination of this Agreement shall be effective upon notice from SBCCOG.

II. PROVIDER RESPONSIBILITIES:

- A. The Provider shall use the allocated funding in adherence with the Scope of Works in Exhibit 2 and any subsequent added or amended Scope of Work.
- B. The Provider shall adhere to the budget specified in Exhibit 2.
- C. The Provider shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 2. Failure to comply with any invoicing and reporting requirements and deadlines may result in forfeiture of reimbursement claims.
- D. The Provider hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Measure A Funds to be transferred by the County/LACAHSAs to the SBCCOG to the Provider pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU. Please see Exhibit 1 for County/LACAHSAs Measure A requirements.
- E. The Provider 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 Provider the budget amount specified in Exhibit 2.
- B. The SBCCOG shall monitor the Provider's Programs for adherence to Exhibit 2.
- C. The SBCCOG shall provide the Provider with a reporting template format for the submission of quarterly reports in accordance with Exhibits 2.
- 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. The Provider shall indemnify, defend with counsel approved by SBCCOG, and hold harmless SBCCOG, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with the Provider's performance hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of SBCCOG'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the SBCCOG. Should SBCCOG in its sole discretion find the Provider's legal counsel unacceptable, then the Provider shall reimburse the SBCCOG its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Provider shall promptly pay any final judgment rendered against the SBCCOG (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

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 Provider with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.

- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. 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:	Harbor Connects:
South Bay Cities Council of Governments	Harbor Connects
357 Van Ness Way, Suite 110	Address
Torrance, CA 90501	Address
Attn: Jacki Bacharach	Attn: Meghan Langfield
Jacki@southbaycities.org	Meghan@harborconnects.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 Provider shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by 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 providers, and volunteers shall be named as additional insureds on the policies as to comprehensive general liability, property damage, and automotive liability. The policies 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 Provider agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

- K. All policies of insurance shall cover the obligations of the Provider pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

- L. The Provider shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____

Date: _____

Bernadette Suarez, SBCCOG Chair

ATTEST:

By: _____

Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____

Michael Jenkins, Legal Counsel

HARBOR CONNECTS

By: _____

Date: _____

Meghan Langfield, Executive Director

EXHIBIT 1: LACAHPA-ELIGIBLE JURISDICTION MEMORANDUM OF UNDERSTANDING

See attached.

EXHIBIT 2: HARBOR CONNECTS RENTER PROTECTION AND HOMELESS PREVENTION (RPHP)

I. BUDGET AND START DATE

The total annual program budget is \$100,000; \$12,500 of this will go towards Activity Delivery Costs (ADC) \$6,000 will go towards Administration. ADCs are a type of direct cost, which includes staff and overhead costs incurred for administering and implementing a specific program or project. ADCs include the cost of staff directly carrying out a program/project activity as well as equipment and supplies that are necessary for successful completion of the activity. This can include direct supervision, processing rental subsidies, and check supplies. Administrative costs are defined as costs necessary to support program implementation, including meeting supplies, internet/communication services, office supplies, furniture, equipment, and office space rent. The rest of the funding will go towards the subsidies described in section II.

The Start Date is as of February 1, 2026.

II. SCOPE OF WORK

Program Description: The Provider will administer a portion of RPHP funds allocated to the SBCCOG by the Los Angeles County Affordable Housing Solutions Agency (LACAHSAs). This includes providing (1) Emergency Rental Assistance; (2) Temporary Renter Assistance; (3) Short Term Income Support. Included below in Table 1 is the expected Scope of Work (SOW) for the Provider as required to fulfill this MOU and the LACAHSAs requirements, with the relevant sections of the LACAHSAs Program Guidelines (Exhibit 2) noted.

Table 1. Detailed Scope of Work

Scope of Work	Expected Tasks
Renter Protection and Homeless Prevention	<ul style="list-style-type: none">- Follow all LACAHSAs Program Guidelines for Renter Protections and Homelessness Prevention, including alignment with eligible activities for Emergency Rental Assistance, Temporary Renter Assistance, and Short-Term Income Support- Receive referrals of households at risk of homelessness in the CD 15 area- NOTE: Because LA City and Unincorporated areas receive their own funding, we will want to leverage LSF and LACAHSAs resources in LA City and Unincorporated areas as much as possible- Assess household eligibility criteria for RPHP services (e.g., income, LA County residence, risk of homelessness)- Report to the SBCCOG each client requesting assistance (e.g. security deposit, rental arrears, utility deposits) to review reimbursement to the Provider and ensure requests follow LACAHSAs guidelines- Ensure all documentation and eligibility criteria are followed according to LACAHSAs guidelines

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- Complete a housing stability plan and assist with budgeting and money management with clients as needed
 - Support clients in accessing other supportive services from the County and partner agencies, such as General Relief (GR), Supplemental Security Income (SSI), Time Limited Subsidies (TLS), CalWorks, CalAIM, and DMH services
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Documentation and Reporting

- Attend regular meetings with the SBCCOG to case conference, problem solve, and identify housing options for clients on caseload
 - Fulfill LACAHSAs documentation standards for all assistance provided, including income and eligibility documentation.
 - Maintain records of all services provided, including amount of financial assistance
 - Utilize the SBCCOG’s RPHP Intake form when meeting with a client to collect essential information.
 - Collect, manage, and submit monthly data reports and comply with deadlines specified by the SBCCOG for time-specified submittal and delivery of information
 - Adopt LACAHSAs specific data and grant management system (TBD)
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III. INVOICING AND REPORTING

The SBCCOG Board of Directors, at its discretion, may provide Provider a prepayment for services, contingent on the SBCCOG receiving timely funding from its funders. The Provider shall invoice SBCCOG up to \$25,000 prepayment 45 days before the beginning of every quarter. The Provider will track this prepayment against its monthly expenses. The Provider shall submit monthly invoices and reports by the 10th of the month immediately following the month performed in accordance with this Exhibit as follows for each fiscal year this MOU is active. If the 10th falls on a weekend, the Provider shall submit the invoice and monthly report on the Friday before. Monthly invoices will be deducted from the prepayment. Once the prepayment has been exhausted, the SBCCOG will reimburse the remaining portion of the invoice amount until the next prepayment.

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

Reports and invoices from the Provider 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, indirect costs, 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. The Provider will report these metrics quarterly for each fiscal year this MOU is active.

Table 2. Key Performance Indicators

Key Performance Indicators	Target Outcome	Timeline
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Number of households at risk of homelessness enrolled in Emergency Rental Assistance and Flexible Financial Assistance	5	Annually
Number of households at risk of homelessness enrolled in Temporary Rental Assistance	5	Annually
Number of households at risk of homelessness enrolled in Short-Term Income Support	1	Annually
Number of households who retained existing or transitioned to new permanent housing through RPHP services	10	Annually
Number of households who retained housing for at least 6 months following RPHP services	90%	Annually

B. Supplemental Monthly Reporting Metrics

In addition, Provider’s Monthly Report will include additional metrics and outcomes (Table 3), including progress on enrollment in supportive services, participants’ housing timeline, including any anticipated housing dates. The report shall include other data including demographic data and service linkages that can be queried in HMIS. This reporting will help the SBCCOG monitor the program’s progress and aid the operations where needed to ensure that metrics are met.

Table 3. Supplemental Monthly Reporting Metrics

Additional Monthly Reporting Data	Details
Year to Date (YTD) number of households who received RPHP services	Cumulative number of households who received any amount of RPHP services or assistance (as of reporting)
Year to Date (YTD) number of households who retained or transitioned to new permanent housing	Cumulative number of individuals who retained or transitioned to permanent housing via RPHP assistance (as of reporting)
Year to Date (YTD) amount of financial assistance received per household	Cumulative amount of financial assistance a household has received to date (as of reporting). LACAHSAs guidelines limit the amount of aid to \$36,000 per household within a 2-year period, across all eligible activities.
Number of clients enrolled in additional supportive services	Unduplicated clients enrolled in supportive services by the case manager, including but not limited to GR, SSI, and CalWorks
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 for 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

- Demographic characteristics such as:
 - Race/Ethnicity
 - Income Levels
 - Veteran Status
 - Age
- Detox/Substance Use Treatment/Rehabilitation
- Mental Health Service Referrals
- Other additional information that can provide actionable data outcomes

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