

**LETTER OF AGREEMENT
FOR
FUNDING AND OPERATION OF REDONDO BEACH EMERGENCY HOMELESS SHELTER**

WHEREAS, this Letter of Agreement (hereinafter "Agreement") is entered into on the April 1, 2026, by and between the County of Los Angeles, a body politic and corporate, organized and existing under the laws of the State of California (hereinafter "County"), and the City of Redondo Beach, a chartered municipal corporation (hereinafter "City"). The County and City are each individually a "Party" and collectively the "Parties" to this Agreement;

WHEREAS, many cities and counties are using pallet units to address the homeless crisis which can quickly be set up to provide shelter to persons experiencing homelessness ("PEH") in an expeditious manner;

WHEREAS, the City has developed an emergency shelter project located at 1521 Kingsdale Ave, Redondo Beach ("City Shelter") with twenty pallets units to house PEH;

WHEREAS, the Parties desire to cooperate to fund the operation of the City Shelter, including provision of Intensive Case Management Services ("ICMS") and related supportive services to PEH placed at the City Shelter, including mental health, drug and substance abuse programming, and other services to find permanent housing;

WHEREAS, the County through its Department of Homeless Services and Housing ("HSH"), may procure services under its Supportive and/or Housing Services Master Agreement ("SHSMA") or County contractor(s) to deliver ICMS at the City Shelter; and

WHEREAS, the City and the County desire to set forth the terms and conditions of the City and County's respective funding and operational responsibilities for the City shelter.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement: The term of this Agreement begins on April 1, 2026, and continues through September 30, 2026 ("Term"), with the option of extending the term as may be agreed to by the Parties ("Extension Term(s)") subject to the mutual consent of the Parties in writing.
2. Amount Not to Exceed and Payment of Funds: City will provide the sum of **\$145,927.74** ("Funding") for the Term, which shall be payable to County in the amount of \$24,321.29 per month. County shall submit the invoice(s) to the City for review and approval. City will pay the County within forty-five days of its receipt of the invoice. Additional Funding for any Extension Term(s) shall be as determined by the Parties' mutual consent and written amendment hereto.
3. Purpose of Funds: The County shall use the funds provided by the City pursuant to this Agreement solely for SHSMA work order(s) with County contractor(s) who will provide ICMS to PEH placed into the City Shelter.
4. County Responsibilities: The County, through HSH, agrees to as follows:

- a. Manage the County contractor(s) providing ICMS at the City Shelter pursuant to a SHSMA work order and provide ICMS for the PEH referred by City to County for placement in the City Shelter during the Term.
- b. Ensure the delivery of ICMS, diligently enforce the SHSMA work order(s) terms and promptly inform the City of any non-compliance by any County contractor providing ICMS through the SHSMA work order(s) pursuant to this Agreement.
- c. Maintain all records in accordance with generally acceptable accounting principles as further set forth in the terms and conditions of the County SHSMA, in effect during the term of this Agreement, and is incorporated herein by reference. The City shall have the right to review all records and to perform audits of such records for ICMS provided under the County SHSMA work order(s) pursuant to this Agreement during the Term and for a period of five years thereafter in order to verify compliance with the terms of this Agreement.

For the avoidance of doubt, nothing in this Agreement shall require the County to disclose, or permit the City to access, any Protected Health Information (“PHI”), Personally Identifiable Information (“PII”), or other client-level confidential information protected under federal or state law. The City’s audit and review rights shall extend only to financial, contractual, and programmatic records necessary to confirm compliance with this Agreement.

5. City Responsibilities: The City will provide the pallets and access to the City Shelter at no cost to the County or its contractor(s).
6. Early Termination: City retains the right in its sole discretion to cease operation of the City Shelter. Notwithstanding the foregoing, City shall provide County with 10 days advance written notice of its intent to close the City Shelter.
7. Fixtures and Personal Property: County and its contractor may remove, at its own expense, during or at the expiration of the Term or other termination of this Agreement, all fixtures, equipment, furniture, and all other personal property (collectively “County Equipment”) placed or installed in or upon the City Shelter by County or its contractor.
8. Indemnity Clause: Each party shall indemnify, defend, and hold harmless the other, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the indemnitees.
9. Insurance: County shall comply with the insurance requirements set forth in Attachment A.
10. Notice. Written notices to City and the County shall be given by email; registered or certified mail, postage prepaid; or personally served, and addressed to or personally served on the following Parties.

County: County of Los Angeles
Department of Homeless Services and Housing
655 Maple Ave.
Los Angeles, CA 90014
Attention: Sarah Mahin, Director Homeless Services and Housing
Email: SMahin@hsh.lacounty.gov

City: City of Redondo Beach
City Attorney's Office
415 Diamond Street
Redondo Beach, CA 90277
Attention: Stephanie Johnson, Senior Deputy City Prosecutor
Email: stephanie.johnson@redondo.org

All notices, including notices of address changes, provided under the Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any Party upon written notice to the other Party in accordance with this section.

11. Recital and Attachments: The recitals set forth above and the attachment listed below are incorporated as a term and condition of this Agreement:

Attachment A: Insurance Requirements for the County

12. Survival: The obligations set forth in Section 4 (County Responsibilities) pertaining to recordkeeping, audit, and confidentiality and privacy provisions, Section 7 (Fixtures and Personal Property), Section 8 (Indemnity Clause), and Section 9 (Insurance) shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of Homeless Services and Housing and City has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

By: _____
James A. Light, Mayor

By: _____
Sarah Mahin, Director
Department of Homeless Services and
Housing

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Joy A. Ford,
City Attorney

By: _____
Lynette Clyde
County Counsel

Attest:

Eleanor Manzano, CMC
City Clerk

ATTACHMENT A

INSURANCE REQUIREMENTS FOR THE COUNTY

Without limiting County's indemnification obligations under this Agreement, County shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the County, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as follows:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

County shall maintain limits no less than as follows:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the County shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies shall contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the County. General liability coverage can be provided in the form of an endorsement to the County's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the County.

For any claims related to this project, the County's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the County's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the County's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

County shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

County shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

County acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.