

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE  
CITY OF REDONDO BEACH REGARDING USE OF SBCCOG'S ALLOCATED  
COUNTY OF LOS ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE  
CITY'S HOMELESS COURT EXPANSION AND INTERIM BED PROJECT.**

This Memorandum of Understanding ("MOU") dated as of the 11<sup>th</sup> of January, 2022, is between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and the City of Redondo Beach ("City"), a chartered municipal corporation, (collectively, the "Parties").

**RECITALS**

- A. On July 13, 2021, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2021-22 Homeless Initiative Funding Recommendations, which included funding for COGs in Homeless Initiative Strategy E7: Strengthen the Coordinated Entry System, for (1) Regional Homelessness Coordination and (2) Innovation. The South Bay Cities COG (SBCCOG) was awarded \$1,905,000 for 18 months from January 1, 2022 through June 30, 2023.
- B. The SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In August 2021, City submitted a proposal to SBCCOG to obtain funding for its Homeless Court Expansion and Interim Housing Project.
- D. It is anticipated that in December 2021, the SBCCOG and the County of Los Angeles will enter into a contract with respect to use of the Innovation Grant Funds for 6 months only (Contract Number AO-20-600 (Exhibit 1 Statement of Work: Innovation Funds).)
- E. The SBCCOG awarded the City \$306,299 for 18 months of its Innovation Grant Funds to be used on the City's Homeless Court Expansion and Interim Beds (the "Grant Funds"). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$121,169 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$185,130 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

**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 January 1, 2022, and shall remain in full force and effect until June 30, 2023 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit 1 Statement of Work Task 4: Innovation Funds as agreed to by the County of Los Angeles and the SBCCOG). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$121,169 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$185,130 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.

**II. CITY RESPONSIBILITIES:**

- A. The City shall use the Grant Funds to fund ongoing costs to expand the Homeless Court to Hermosa Beach as set forth in the Scope of Work, which is attached hereto as Exhibit 1.
- B. The City shall provide special services to clients if necessary (mental health, substance abuse, and others) in accordance with Exhibit 1.
- C. The City shall provide 5 single room occupancy beds, open to all Homeless Court participants regardless of municipality, in accordance with Exhibit 1.
- D. The City shall fulfill performance and reporting requirements to SBCCOG in accordance with Exhibit 1.
- E. 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 Grant 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.
- F. 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 shall monitor the City’s Homeless Court Expansion and Interim Bed Project to ensure the timeliness of deliverables in accordance with Exhibit 1.
- B. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. 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.

- D. The SBCCOG shall not be responsible for payment to the City for Tranche 2 if the SBCCOG contract with the County is not extended.

**IV. 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 are made a part hereof as if incorporated herein.

**V. 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. The SBCCOG and the City hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.

- E. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.
- F. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. 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. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

**South Bay Cities Council of Governments:**

South Bay Cities Council of Governments  
2355 Crenshaw Blvd., Suite 125  
Torrance, CA 90501  
Attn: Jacki Bacharach

**City of Redondo Beach:**

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Attn: Mike Webb

- H. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- I. 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.
- J. 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.
- K. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- L. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.

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.

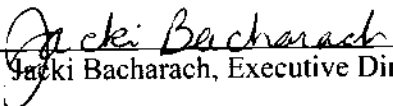
**(Signatures on Following Page)**

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

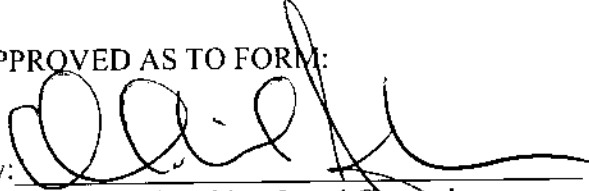
By:   
Drew Boyles, SBCCOG Chair

Date: 4/14/22

ATTEST:

By:   
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By:   
Michael Jenkins, Legal Counsel

**CITY OF REDONDO BEACH**

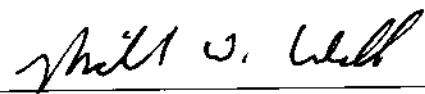
By:   
William C. Brand, Mayor

Date: 5/12/22

ATTEST:

By:   
Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

By:   
Michael W. Webb, City Attorney

APPROVED AS TO FORM:

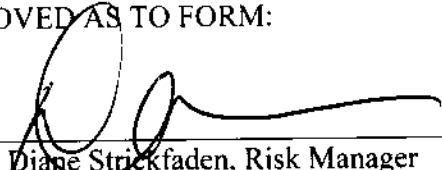
By:   
Diane Strickfaden, Risk Manager

Exhibit 1: Task 4 of the SBCCOG SOW with Los Angeles County

Deliverables and Pricing for Tranche 1. Tranche 2 Deliverables and Pricing Addendum to be added if SBCCOG contract with Los Angeles County is extended to June 30, 2023.

<b>Task 4: Redondo/Hermosa Beach Homeless Court Expansion and Interim Beds (Priority Area 2)</b>		
<p><b>Program Description:</b> The Redondo Beach Homeless Court will be expanded to include Hermosa Beach. The logistics and legal jurisdiction issues have been sorted out. The Innovation Fund will fund a portion of the costs to run this program – namely the site costs and services for those seeking restorative justice (mental health and substance abuse counselling).</p> <p>Furthermore, the Homeless Court dates serve as a mini-homeless connect day linking homeless court participants, and those experiencing homelessness who walk-in and are not participating in Homeless Court, to service providers such as the Criminal Record Clearing Project, DHS, DMH, Workforce Development, and more.</p> <p>Additionally, 5 SRO (single room occupancy) apartments will be secured to serve as bridge housing. The previous funding for these units has run out. With the expansion of the Homeless Court, the Review Panel deemed these units necessary, with the caveat that they be open to all Beach Cities.</p> <p>Redondo Beach and Hermosa Beach PEH will be prioritized, however, these units may not exclusively serve these cities.</p>		
	<b>Deliverables/Performance Targets</b>	<b>Timeline</b>
<b>4.a</b>	Complete Housing Plans for all clients (including income plans, for all clients (Social Security Income, Disability Income, Job Assistance, Housing Vouchers, document support, , and legal aid (background checks and credit checks)	Ongoing
<b>4.b</b>	Complete Behavioral Health Plans for all clients (mental health, substance abuse, In Home Supportive Services, medication administration plan, Medi-Cal)	Ongoing
<b>4.c</b>	Quarterly report detailing: <ul style="list-style-type: none"> <li>• At least 25 quarterly referrals</li> <li>• At least 45 quarterly court appearances</li> <li>• At least 15 unduplicated clients with all motions granted</li> <li>• At least 60 unduplicated clients connected to services including clients bypassing the court, but utilizing the services offered onsite</li> <li>• At least 12 unduplicated clients housed in interim housing</li> <li>• At least 6 unduplicated clients housed in permanent housing</li> <li>• Maintain 100% bed assignment rate</li> <li>• Progress on behavioral health plans, and progress participants' housing timeline – including anticipated housing dates. Other</li> </ul>	Quarterly

	data, including demographic data and service linkages should be queryable in HMIS by COG.	
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<b>TASK 4: Homeless Court Expansion and Interim Beds Project</b>	
<b>OPERATIONS COSTS</b>	
Ongoing and start up court site costs:	\$39,586
Special services (mental health, substance, etc.):	\$50,000
Rental for interim housing beds:	\$31,583
<b>PROGRAM OPERATIONS COSTS</b>	<b>\$121,169</b>
<b>TOTAL PROGRAM COSTS</b>	<b>\$121,169</b>





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SN

DATE (MM/DD/YYYY)

01/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

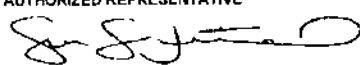
<b>PRODUCER</b> NHC Insurance Services Inc 1871 North Gaffey Street #A San Pedro, CA 90731 Leana Wedlock		<b>CONTACT NAME:</b> Sunshine Justiniano <b>PHONE (A/C, No, Ext):</b> 310-221-0917 <b>E-MAIL ADDRESS:</b> sunshine@nhcinsurance.com <b>PRODUCER CUSTOMER ID #:</b> SOUTH-6		<b>FAX (A/C, No):</b> 310-221-0966	
<b>INSURED</b> South Bay Cities Council of Governments Attn: Brooke Heri 2355 Crenshaw Blvd., Suite 125 Torrance, CA 90501		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> Sentinel Insurance Company, Ltd		11000	
		<b>INSURER B:</b> Hartford Accident & Indemnity		22357	
		<b>INSURER C:</b>			
		<b>INSURER D:</b>			
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		72SBAAK5441	02/15/2021	02/15/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  NO COMPANY OWNED AUTOS		72SBAAK5441	02/15/2021	02/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		72SBAAK5441	02/15/2021	02/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		72WECLU7188	01/05/2022	01/05/2023	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**\*30 DAYS NOTICE OF CANCELLATION/10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.**

<b>CERTIFICATE HOLDER</b>  City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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