

BLUE FOLDER ITEM

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CITY COUNCIL MEETING September 19, 2023

- H.25. APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) FOR USE OF ALLOCATED COUNTY LOCAL JURISDICTION FUNDS TO LEASE MOTEL AND SINGLE ROOM OCCUPANCY (SRO) BEDS FOR THE AMOUNT NOT TO EXCEED \$235,150 FOR THE TERM OCTOBER 1, 2023 TO NOVEMBER 22, 2024.**

ADOPT BY 4/5 VOTE AND BY TITLE ONLY RESOLUTION NO. CC-2309-098, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDONDO BEACH, CALIFORNIA, AUTHORIZING A FISCAL YEAR 2023-2024 BUDGET MODIFICATION TO APPROPRIATE \$235,150 IN LOCAL JURISDICTION FUNDS FROM THE SBCCOG TO THE INTERGOVERNMENTAL GRANT FUND FOR A MOTEL AND SRO BED LEASING PROGRAM.

CONTACT: MICHAEL W. WEBB, CITY ATTORNEY

Attached is the following document:

- Memorandum of Understanding with the South Bay Cities Council of Governments (SBCCOG)

**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 LOCAL JURISDICTION FUND TO LEASE MOTEL
AND SINGLE ROOM OCCUPANCY (SRO) BEDS.**

This Memorandum of Understanding ("MOU") dated as of the 29th of September 2023, 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 May 3, 2022, the Board of Supervisors unanimously approved a motion to implement the New Framework to End Homelessness in Los Angeles County which included an increase of co-investment opportunities for cities and Councils of Governments (Local Jurisdiction). With this Local Jurisdiction funding, the SBCCOG was awarded \$2,344,214 through June 30, 2027.
- B. On May 9, 2023, the SBCCOG convened homeless staff of its 16 cities and Supervisor Districts to review the Local Jurisdiction funding plan and solicit feedback. On June 22, 2023 the SBCCOG Board of Directors approved the Local Jurisdiction funding plan, which allocated \$350,000 for a Motel and SRO Bed Leasing Program.
- C. In August 2023, City submitted a proposal to SBCCOG to obtain funding for Motel and SRO Bed Leasing Program at an annual cost of up to \$235,150.
- D. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the SBCCOG Motel and SRO Bed Leasing Program.

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 September 29, 2023, and shall remain in full force and effect until November 22, 2024 ("Term"), unless sooner terminated or extended, in whole or in part, as provided in the Los Angeles County Contract Number HI-23-002 (Exhibit 1 County Local Jurisdiction Contract, pages 14-15). This MOU is contingent upon SBCCOG receiving funding from Los Angeles County.

II. CITY RESPONSIBILITIES:

- A. The City shall adhere to the Program Guidelines and suggested Program Rules in Exhibit 2

- B. The City shall fulfill pricing, performance, and reporting requirements to SBCCOG in accordance with Exhibit 3.
- C. 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.
- D. 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 Redondo Beach an amount not to exceed \$235,150 to implement the MOU.
- B. shall monitor the City's execution of the Motel and SRO Bed Program to ensure compliance with Guidelines, Rules, and Deliverables.
- C. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibit 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. 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: Michael W. 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: _____
Cedric Hicks, SBCCOG Chair

Date: _____

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: _____

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: ATTACHED

EXHIBIT 2: PROGRAM GUIDELINES AND SUGGESTED RULES:

- 1) **Reimbursement** – Program allows for cities to lease motel and SRO beds and seek reimbursement using the SBCCOG Local Jurisdiction Fund. Cities must have proper documentation including receipts and lease agreements. Payments will be for reimbursements only. The SBCCOG will not have any direct relationship with the underlying SRO or motel partner.
- 2) **Pricing** – Motel rates at roughly \$500-\$800 a week; SRO rates at roughly \$1,000/month
- 3) **Eligibility** – Participants must be at an acuity level where they can be in the rooms unsupervised. The program is open to Adults, Families, Seniors, and Veterans. Participants must be in the Coordinated Entry System (CES) and must have a housing plan created by the case manager. Participants must be in the SBCCOG jurisdiction.
- 4) **Duration** – For SRO beds, participants may enter into monthly, 6 month, or 12 month leases with the SRO provider. Extensions will be on a case by case basis and only if the participant has made progress in their housing plan. For Motels, participants can stay in the rooms for up to 3 months. Additional 3 month extensions may be granted provided the participant is reaching their milestones and progressing on their housing plan. A maximum of 3 extensions may be granted. SBCCOG reserves the right to approve eligibility and grant extensions after consultation with the case worker.
- 5) **Meals** – Cities must have a meal plan in place for all participants. The meal plan can include participants' income for meals. If the participant does not have the means to procure meals, the City must find a suitable option such as a local food pantry or non-profit food provider.
- 6) **Check-ins** – Cities and their non-profit partners are required to have at least 2 check-ins a week. One check-in must be in person.
- 7) **Services** – In recognition that a successful housing plan may entail wrap around services, Cities and partners shall provide the necessary behavioral health and/or physical health wrap around services. Other services that may be necessary include document services, transportation services, and legal services. The SBCCOG will receive monthly reports from Cities and partners to confirm that necessary interventions are being provided.
- 8) **Furniture and Supplies** – For SRO housing, the SBCCOG's Program will assist in the purchase of the bare necessities such as mattresses, microwaves, mini-fridge, fans, toilet paper, towels, dishes, and other welcome supplies. Cities and partners must make an effort to solicit the community for these donations. Purchases will be coordinated through CES furniture providers when possible.
- 9) **Guests, Pets, and Program Rules** – Guests will be allowed, but no overnight stays. Motels generally do not allow pets without a fee. The Program will pay for service or comfort animals per the guidelines of the motel. For SRO rooms, the Cities will adhere to landlord guidelines on pets. Cities and partners will be required to have participants sign and acknowledge their understanding of the program rules. Suggested program rules can be found below.

Suggested Program Rules

- No Violence: Any hostile physical contact from Participant to other guest/resident, neighbors, staff, visitors, or others at the Property. No threat of violence: Any hostile or aggressive speech, body language, real or implied, that suggests inflicting harm or threat of harm to another at the Property.
- No Disrespectful or Aggressive Conduct or Language toward staff, neighbors, or other guest/resident.
- No Drug & Criminal Activity: Drug and criminal activity are prohibited on site of the Property. The Program recognizes that LA County is a Housing First jurisdiction.
- No Illegal Activity/Conduct: Any violation of federal, state, or local laws whether witnessed directly or reasonably suspected
- Failure to maintain your unit in an acceptable condition: There is to be no property damage, excessive trash, debris, or personal belongings, or missing unit furnishings
- Pest Control Service and Property Management Instructions: Failure to comply with pest control services and Property Management instructions regarding the care of the unit may result in termination. Pest control service is a requirement to maintain the unit and Participants will comply with instructions from pest control and/or Property Management to maintain the habitability of the unit.
- Consistent Violation of the Rules: Continuous disregard for any of the Program rules may result in termination.
- Public Intoxication: Participants are prohibited from consuming alcohol in the common areas of the property, and actions related to such consumption cannot interfere with the safety or quiet enjoyment of others.
- Voluntary/Involuntary Exits: Temporary absence without notifying management may result in permanent exit from program.
- Guests/Visitors are allowed on the property or in your unit. However, no overnight stays.
- Property Common Areas: The balconies, patio area, entryways, stairways, and other common areas should be free of debris, trash, and clutter. Nothing will be stored in the halls, staircases, or lobby of the Property.
- No Smoking in the unit. Use designated outside smoking area.
- No Alterations to the Unit or the Property: Participants are NOT allowed to make ANY alterations, additions, or repairs of any kind to the room (i.e., nails, push pins, tape, etc.)
- No Excessive/Loud Noise that disrupts the quiet enjoyment of other Participants from your room, the parking lot, or any other location on the Property at any time.
- For motel properties, no car repairs are allowed on the property.
- No PETS unless authorized by Program Management in advance of bringing the pet to the Property or to your unit. Dogs must be leashed when outside your unit. Clean up after your pet(s).

EXHIBIT 3: PRICING, PERFORMANCE, AND REPORTING REQUIREMENTS

Pricing

Proposed Redondo Beach pricing not to exceed \$235,150

Proposal	6 mos	12 mos
SRO Rent (\$950 for each SRO per month)	\$74,100	\$148,200
Renter's insurance and admin fee (\$12.50 for each SRO per month)	\$975	\$1,950
Mattress, box spring, mattress frame, microwave, and mini refrigerator	\$8,000	\$12,000
Motel stay, 2 Rooms. Daily Rate: \$100 Weekly Rate: \$600 Monthly Rate: \$1800	\$36,600	\$73,000
Total	\$119,675	\$235,150

Invoicing will occur quarterly, by the 15th of the following month. For SRO beds, City will need to provide the lease and lease payment receipt or invoice from landlord as back up. For Motel beds and other expenses, a receipt will be necessary.

Performance

Target	6 months	12 months
Increase room inventory to 15	<ul style="list-style-type: none">- Place 15 people- Move 10 people to stable housing including but not limited to permanent housing, shared housing, residential rehab, family reunification, etc.	<ul style="list-style-type: none">- Place 30 total people- Move 24 total people to stable housing including but not limited to permanent housing, shared housing, residential rehab, family reunification, etc.

Reporting

The City will provide a quarterly report which will detail the following metrics:

- Number of new people placed in the quarter
- Number of people graduated to permanent housing
- Cumulative number of people placed
- Cumulative number of people permanently housed
- Notes and success stories
 - o What action steps have you taken to ensure the program's KPIs are achieved?
 - o What's working?
 - o What are 3 challenges?

Rosters –

Additionally, as part of SBCCOG's evaluation of a participant's eligibility into the program, the SBCCOG may request the following information of the participant. For example, when a Case Manager requests a motel stay, the SBCCOG will ask questions such as: why a shelter stay will not work; does the individual exhibit any acuties; does the individual have income for food/transportation, etc.. Furthermore, the SBCCOG may intervene using Client Aid for housing needs such as security deposits, application fees, or job related expenses. These fields are also needed for the Client Aid process. As such, the SBCCOG has created a list of fields we would like to track, please see below.

Requested fields

- Case manager name
- Individual's first name
- HMIS ID (if known)
- Date of birth and or Year of birth
- Race and Ethnicity; Gender
- City of residence (from provided LAHSA SPA 8 city list)
- Housing status (Shelter, Street, RV/Vehicle, Couch Surfing, etc..)
- Length of homelessness
- Length of time in current city
- If less than one year, previous location
- Other organizations they are working with
- If family or friends can offer housing
- Monthly income; Income type/types
- Work status
- Eviction history
- Approximate credit score (if known, 300 - 850)
- If open to shared housing/If open to shelter (congregate, non-congregate)
- Pets
- EHV/Housing Voucher status, if applicable
- Needed documents
- Self-Assessed Physical impairment
- Self-Assessed Mental health impairment
- 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?"
- Substance use; Frequency of use; Effect of substance use on goals

- History of domestic violence
- Current legal concerns, if any
- History of Megan's Law

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

Co-investments -

As part of the County Local Jurisdiction program, the County would like to know what co-investments cities have made to supplement the County's funding of each specific program. At the end of the annual program, please describe the co-investments the city has made. This could be in the form of funding, staffing, resources, land, local legislation, etc. Please include the budgeted costs incurred by the city, and the funding source if applicable.

Outside of this particular Local Jurisdiction program, the County would like to know any additional investments the city has made to increase pathways to housing. Please describe these investments, the key metrics (i.e. 20 Project Homekey Beds), costs, and source of funding.