

**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 ENHANCED RESPONSE PILOT PROGRAM**

This Memorandum of Understanding ("MOU") dated as of the ___ of _____ 2020, 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. In 2019, the County of Los Angeles allocated approximately six million dollars of Innovation Grant Funds to be used to assist the homeless population within Los Angeles County. The SBCCOG was allocated \$739,685 of Innovation Grant Funds based on the percentage of homelessness in the region.
- B. In November 2019, the SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In December 2019, City submitted a proposal to SBCCOG to obtain funding for its Enhanced Response Pilot Program, which focuses on individuals with a criminal history who are experiencing homelessness in Redondo Beach. The Enhanced Response Pilot Program assists such individuals to curtail any criminal cycle of drug, alcohol, quality of life, and theft offenses by meeting misdemeanor defendants in Los Angeles County on designated "Homeless Court" dates to offer accessible community services and legal services.
- D. In February 2020, the SBCCOG and the County of Los Angeles entered into a contract with respect to use of the Innovation Grant Funds (Contract Number AO-20-600 (Exhibit A Statement of Work Task 4: Innovation Funds).)
- E. The SBCCOG awarded the City \$245,287 of its Innovation Grant Funds to be used on the City's Enhanced Response Pilot Program (the "Grant Funds").
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds for the Enhanced Response Pilot 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 July 1, 2020 and shall remain in full force and effect until June 30, 2021 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit A Statement of Work Task 4: Innovation Funds) as agreed to by the County of Los Angeles and the SBCCOG.

II. CITY RESPONSIBILITIES:

- A. The City shall use the Grant Funds on its Enhanced Response Pilot Program as set forth in the Scope of Work, which is attached hereto as Exhibit 1 and incorporated herein by reference .
- B. City shall use the Grant funds to provide two Redondo Beach Deputy City Prosecutors who are designated to the LA County Court diversion efforts in accordance with Exhibit 1.
- C. City shall use the Grant Funds to provide a Redondo Beach Police Officer from the Community Services Unit designated to homelessness issues and LA County Court diversion efforts in accordance with Exhibit 1.
- D. The City shall fulfil 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 provide oversight of City Enhanced Response Pilot Program 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.

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 St.
Redondo Beach, CA 90277
Attn: John LaRock

- 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: _____
Olivia Valentine, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director

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: _____
Risk Manager

Exhibit 1

Statement of Work Agreement Redondo Beach "Enhanced Response Pilot Program"

OVERVIEW OF PROGRAM

The Enhanced Response Pilot Program focuses on individuals with a criminal history who are experiencing homelessness in Redondo Beach. The Enhanced Response Pilot Program assists such individuals to curtail any criminal cycle of drug, alcohol, quality of life, and theft offenses by meeting misdemeanor defendants in Los Angeles County on designated "Homeless Court" dates to offer accessible community services and legal services.

If a defendant is willing to accept services and work with either PATH and/or the designated housing navigator with Harbor Interfaith, then their cases may be diverted and potentially dismissed with a stay of adjudication.

If not, then punishment will be sought to deter the continuing impact on the community. The program impacts not only the people experiencing homelessness, but also impacts the residents and community.

Initiation for this program began in June 2019 under the current Redondo Beach – Harbor Interfaith contract. Under that contract, the prosecution has utilized Lila Omura, of Harbor Interfaith, in the role as the outreach/case manager/housing navigator for the Enhanced Response Pilot Program.

Ongoing implementation of the Enhanced Response Pilot Program by the City of Redondo Beach requires specific work program designations of personnel in the office of the City Attorney and the Police Department. In the office of the City Attorney, two Deputy City Prosecutors are designated to the LA County Court diversion efforts. In the Police Department, a Police Officer from the Community Services Unit is designated to homelessness outreach and the LA County Court diversion efforts.

The Redondo Beach Prosecutors issue referrals of homeless individuals with misdemeanor offenses to begin the process of SERVICES and HOUSING connections as well as assisting with structuring court orders based on an individual's needs. The assigned Navigator from Harbor Interfaith Services or PATH (People Assisting the Homeless) will attend a court hearing once a month on the 3rd Wednesday of the month which is the designated "homeless court" date for Redondo Beach. The Navigator will assist each individual with services based on the individual's needs with the goals of permanent housing, rehabilitation, and becoming a productive member of the community.

Deliverables

Funding total amount is \$245,287 (from starting date of contract through June 30, 2021)

STAFFING COSTS

Position	FTE/12 Months	Rate	Hours	Total
Police Department Overtime		\$100/hour	700/year	\$70,000
Police Captain		\$20,000/year	2080/year	\$20,000
Prosecutors (2)		\$22,643.50/year per prosecutor	2600-3120/year	\$45,287
Contract attorneys (backfill)		\$110/hour	90/year	\$10,000
Staffing Subtotal				\$145,287

OPERATIONAL EXPENSES

Special Services (i.e., psychiatrist, therapy, mental health treatment, prescribed medication, etc.)		Rates vary between services	520-1000 hours/year	\$90,380.90
LA Count Sheriffs Department Security for Homeless Court – Deputy (1) -Security Officers (2)		\$801.60/month	48 hours/year	\$9,619.20
Operations Subtotal				\$100,000
TOTAL				\$245,287

* Changes within line items and/or categories require written authorization from the County Project Manager. Written authorization may be defined to include letter, email, and fax. A contract amendment to the Contract between SBCCOG and the County is not required for changes within line items and/or categories, not to exceed the maximum contract amount.

Reporting

SBCCOG will provide the reporting template format which will be in two parts: the overall data and the individuals served data. The City will submit quarterly reports to SBCCOG by the 15th of the month following the end of the quarter.

Overall Data to include:

- a. Number of homeless individuals set on the court calendar to appear for that month
- b. Number of said homeless individuals who actually appeared in court on that date
- c. Number of said homeless individuals who accepted services and/or housing
- d. Number of said homeless individuals who did not accept services so were issued a bench warrant
- e. Number of said homeless individuals who were already in the CES (Coordinated Entry System)
- f. Include specific success stories, identify the resources that helped success
- g. Include specific unsuccessful stories, identify the issues preventing success

Individuals Served Data to include both types of services and types of housing:

Types of Services to include in the report:

1. Obtain housing ready documents: birth certificate, Identification cards, social security card, etc.
2. Detox / Rehab
3. Health Services
4. Mental Health
5. Job Training and Placement Assistance
6. Domestic Violence Counseling
7. LGBTQIA Counseling
8. TAY (Transition Age Youth 16 – 25)
9. Family Reconnections
10. Disability Assessment and Accommodation
11. Other _____

Types of Housing to identify in the report:

1. PSH (Permanent Supportive Housing)
2. Interim Housing
3. Shelter Facility
4. Voucher / Section 8 Temporary Housing
5. Recovery Home / Detox Center
6. Moving in with Family
7. Other _____

Exhibit 2

State of California
GOVERNMENT CODE
Section 8355

8355. (a) Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace. (C) Any available drug counseling, rehabilitation, and employee assistance

programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

(b) (1) The certification requirement set forth in subdivision (a) does not apply to a credit card purchase of goods of two thousand five hundred dollars (\$2,500) or less.

(2) The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars (\$7,500) per year for each company from which a state agency is purchasing goods by credit card. It shall be the responsibility of each state agency to monitor the use of this exemption and adhere to these restrictions on these purchases.

(Amended by Stats. 2005, Ch. 381, Sec. 1. Effective January 1, 2006.)