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 15th day of December, 2020 ("Execution Date") by and between the County of Los Angeles (hereinafter "County"), and the City of Redondo Beach (hereinafter "City"). The County and City are each individually a "Party" and collectively the "Parties" to this Agreement; and

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

WHEREAS, on April 2, 2020, the U.S. Department of Housing and Urban Development allocated $168,393 of Round 1 CARES Act Community Development Block Grant funding to the City to be used to prevent, prepare for and respond to the coronavirus (COVID-19) pandemic; and

WHEREAS, on October 6, 2020 the City Council approved the distribution of $300,000 of Round 3 CARES Act Community Development Block Grant funding to the establishment of a temporary emergency shelter for the benefit of those individuals experiencing homelessness during the coronavirus (COVID-19 pandemic); and

WHEREAS, the City of Redondo Beach is developing an emergency shelter project located at 1521 Kindsdale Ave, Redondo Beach ("City Shelter") using pallets to house up to 15 people experiencing homelessness (PEH) for up to six (6) months; and

WHEREAS, the Redondo Beach emergency shelter will serve as a pilot program for a sixth-month period and will provide PEH with wrap-round services, mental health services, drug and substance abuse programming and other services with the ultimate goal to find permanent housing; and

WHEREAS, the City has committed up to $300,000 and the Fourth Supervisorial District has committed up to $409,000 in the Fourth District Homeless and Housing funds to support the operational cost for the first 6-months of the pilot; and

WHEREAS, on October 13, 2020 , the County's Board of Supervisors authorized the transfer of $409,000 of the Supervisorial District Four funding in the Homeless and Housing Program budget to the Department of Health Services (DHS) to support the Project operation and authorized the Director of DHS, or her designee, to enter into any, and all agreements and to take any other actions consistent with, and/or necessary for, the support of the Project operation for the duration of the pilot program.

WHEREAS, the City and DHS desire to set forth the terms and conditions of the City and County's respective funding and operational responsibilities for the Redondo Beach emergency shelter during the six month pilot period;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Term of Agreement: The term of this Agreement begins on the Execution Date and continues for a period of six (6) months ("Initial Term"), with the option of extending the term for a different location 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 **$185,071.00** ("Funding") for the Initial Term, which shall be payable to County on a monthly basis in the amount of $ 30,845.17 per month. 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 Supportive and/or Housing Services Master Agreement ("SHSMA") work order(s) with County contractor(s) who will provide Intensive Case Management Services ("ICMS") to PEH placed into the City Shelter.

4. County Responsibilities: The County, through DHS, will manage the contractor(s) providing ICMS services at the City Shelter pursuant to a SHSMA issued work order and shall provide ICMS service for up to 15 PEH referred by City to County for placement in the City Shelter during the Initial Term.

County shall ensure the delivery of services, monitor the work order(s) and diligently enforce the terms of SHSMA and promptly inform the City of any non-compliance by any SHSMA contractor providing work pursuant to this Agreement.

The County shall maintain all records in accordance with generally acceptable accounting principles as further set forth in the terms and conditions of the Master Agreement by and between the County of Los Angeles Department of Health Services and its contractor, an exemplar of which is attached as Attachment A. The City shall have the right to review all records and to perform audits of such records.

5. City Responsibilities: The City shall provide the pallets and access to the shelter space at no cost to 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. Recital and Attachments. The recitals set forth above and the attachments listed below are incorporated as a term and condition of this Agreement:

Attachment A: Master Agreement by and between the County of Los Angeles Department of Health Services and its contractor

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 Health Services 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.

DocuSigned by:
William C. Brand
E6413C7231DF4E1...

By: _____
William C. Brand, Mayor
City of Redondo Beach
12/16/2020 | 2:34 PM PST

Date _____

DocuSigned by:
Julio C. Alvarado, III
26D14B84049D494...

By: _____
Christina R. Ghaly, M.D., Director
Los Angeles County Department of Health Services

12/14/2020 | 1:55 PM PST

Date _____

Approved as to form:

DocuSigned by:
Michael W. Webb
669049EDE03D402...

By: _____
Michael W. Webb
Redondo Beach City Attorney
12/16/2020 | 12:30 PM PST

Approved as to form:

DocuSigned by:
Amy Naamani
61BB96608671480...

By: _____
Amy Naamani
Principal Deputy County Counsel

12/11/2020 | 5:17 PM PST

Attest:

DocuSigned by:
Eleanor Manzano
72F2AC716C214CF...

_____
Eleanor Manzano, CMC
City Clerk 12/16/2020 | 2:47 PM PST

DocuSigned by:
Diane Strickfaden
ABED8CF35EEF48C...

Diane Strickfaden,
Risk Manager

12/16/2020 | 9:56 AM PST