

**MEMORANDUM OF UNDERSTANDING**

**by and between**

**Los Angeles Homeless Services Authority,**

**and**

**The City of Los Angeles**

**FOR**

**CONSULTANT SERVICES REGARDING  
THE INSIDE SAFE INITIATIVE**

This Memorandum of Understanding is made and entered into as of February 3, 2023, by and between the Los Angeles Homeless Services Authority, a joint powers authority (LAHSA) and City of Los Angeles, a municipal corporation, by and through the Mayor's Office (City). Collectively, the entities shall be known herein as "Partners".

**1. PARTNERS:**

**Los Angeles Homeless Services Authority ("LAHSA")**

Contact: Stephen David Simon  
Interim Chief Operating Officer  
707 Wilshire Blvd, Los Angeles, CA 90017  
213-255-6550  
sdsimon@lahsa.org

**City of Los Angeles, Office of the Mayor**


Contact: Mercedes Marquez  
Chief of Housing and Homelessness Solutions  
Office of Mayor Karen Bass  
200 N. Spring Street, Room 303  
Los Angeles, California 90012  
mercedes.marquez@lacity.org

2. **TERM OF AGREEMENT:** This Memorandum of Understanding (MOU) shall be effective from February 6, 2023, to no later than March 23, 2023.
3. **PURPOSE:** The City directs LAHSA to enter into a contractor agreement with Dr. Adams Kellum to provide LAHSA with consultant services. Per the City's request, during the term of the agreement, Dr. Adams Kellum shall be embedded with the Mayor's Office to work on the Inside Safe Initiative. Dr. Adams Kellum will consult with the Mayor's office regarding the planning, delivery, roll-out, and implementation of the Inside Safe program throughout the City. The Inside Safe Initiative is Los Angeles' citywide proactive housing-led strategy to bring people inside from tents and encampments permanently and to prevent encampments from returning.

4. **DUTIES**: LAHSA shall be responsible for entering into a contractor agreement with Dr. Adams Kellum and payment of services under said agreement. The City shall be responsible for monitoring the work of Dr. Adams Kellum and approving LAHSA's payment for said services. The City shall reimburse LAHSA for the payment of Dr. Adams Kellum's services within 30 (thirty) days of LAHSA's request for such reimbursement. Payments to Dr. Adams Kellum will not exceed \$60,000 for services rendered during the term of this MOU.
5. **REPORTS AND RECORDS**: Partners shall maintain complete and accurate records of Dr. Adams Kellum's work product. Partners shall retain such records for the period of no less than three (3) years from the date of execution of this MOU. The rights to any report, evaluation and/or other material developed by the contractor or Partners pursuant to this MOU shall belong to both Partners.
6. **TERMINATION**: Each partner may, by written notice to the other partner, terminate this MOU for convenience. Upon receipt of such notice, the Partners shall immediately discontinue all services affected (unless the notice directs otherwise).
7. **AUTHORITY**: Each partner has full power and authority to enter into this MOU and to perform hereunder, and such entry and performance do not and will not violate any rights of any third party.
8. **PRECEDENCE**: The Partners to this MOU are also parties to various existing contracts. The Partners agree that to the extent any term, condition, or agreement in this MOU conflicts with terms and conditions of the existing contracts, those contracts will control and supersede this MOU.
9. **INDEMNIFICATION**: Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895. Pursuant to Government Code Section 895.4 and 895.6, the Partners shall each assume the full liability imposed upon it, or any of its officers, elected officials, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring during the performance of this MOU. The Partners indemnify and hold harmless each other for any loss, costs, or expenses that may be imposed upon such other partner by virtue of Government Code Section 895.2. In the event of third party loss caused by negligence, wrongful act or omission of the Partners, both the City and LAHSA shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.
10. **COUNTERPARTS AND ELECTRONIC SIGNATURES**: This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. The facsimile, email or other electronically delivered signature of the Partners shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS HEREOF, THE PARTNERS HAVE EXECUTED THIS MOU EFFECTIVE ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

**CITY OF LOS ANGELES**

By:   
Karen Bass  
Mayor, City of Los Angeles

Date: 2/6/2023

**LOS ANGELES HOMELESS SERVICES AUTHORITY**

By:   
Stephen David Simon  
LAHSA Interim CEO

Date: 02/04/2023

**APPROVED AS TO FORM:**


**HYDEE FELDSTEIN SOTO**  
City Attorney

By:   
Daniel Kreinbring  
Deputy City Attorney

Date: 2/6/23

**APPROVED AS TO FORM:**

**HYDEE FELDSTEIN SOTO**  
City Attorney  
LAHSA General Counsel

By:   
[Catrina M. Archuleta-Silva \(Feb 4, 2023 14:22 PST\)](#)  
Catrina M. Archuleta-Silva  
Deputy City Attorney

Date: 02/04/2023