PUBLIC COMMENTS: To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00am, May 10, 2021 via email to info@southbaycities.org All written comments submitted will become part of the official record.

ACCESSING THE MEETING:
To receive Zoom meeting credentials in advance of the meeting, register by using the link below:
https://scag.zoom.us/meeting/register/tJIld-uorDsqhEYyjrAPN_G-rVEpc0Lrw

OR to access the Zoom meeting, visit https://zoom.us/join or call (669) 900-6833 and use Meeting ID: 946 3244 4212; Passcode: 185297

We look forward to your participation, thank you!

I. CONFIRM THE QUORUM

II. REPORT OF POSTING OF AGENDA
   ACTION: Receive and file

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm
   A. Steering Committee – April 12, 2021 meeting minutes attached (Pages 5-9)
      ACTION: Approve

   B. SCAG Regional Early Action Program Memorandum of Understanding (Pages 11-53)
      Attached
      ACTION: Recommend board approval

   C. JP Marketing No Cost Contract Extension for Website Redesign (Page 55)
      Attached
      ACTION: Recommend board approval of time extension until August 31, 2021

   D. West Basin Municipal Water District Scope of Work for FY 21-22 (Pages 57-67)
      Attached
      ACTION: Recommend board approval for FY 21-22 scope of work with compensation to the SBCCOG of $185,804

   E. City Attendance at SBCCOG meetings (Page 69)
      Matrix attached

   F. South Bay Environmental Services Center Activities Report – attached (Pages 71-76)

VI. ACTION ITEMS
   G. Continued Audit Discussion with Joseph Lillio, SBCCOG Treasurer & El Segundo Finance Director - 12:10 pm
H. Appointments to Outside Agencies - **12:25 pm (Pages 77-79)**
   - Concerning the SCAG Policy Committee appointment, the two nominees were Christian Horvath and Frank Zerunyan. Christian has withdrawn his name and is pursuing a SCAG Presidential appointment.
   - Interviews were held for the Metro Service Council nominees – memos attached
   - **ACTION:** Recommend that the Board of Directors:
     - Reappoint Frank Zerunyan to serve on a SCAG Policy Committee (CEHD) as the SBCCOG representative
     - Approve the Interview Panel’s recommendation for the 3 seats on the Metro Service Council – Don Szerlip, Rochelle Mackabee and Richard Montgomery

I. COVID-19 – Office Operations & Reopening - **12:35 pm (Pages 81-82)**
   - Memo attached
   - Update on telework workshop for cities
   - **ACTION:** Provide direction

J. Legislative Issues – **12:45 pm**
   - Legislative Matrix attached (Pages 83-101)
   - Housing legislative visits – status of meetings attached (Page 103)
   - CALE meeting update
   - **ACTION:** Approve recommended positions on legislation to the Board

K. Board Meeting agenda development – **12:55 pm (Pages 105-106)**
   - May – draft agenda attached
     - Budget/nominations, LTN follow-up, West Harbor Presentation, work program
   - June – election of officers/budget adoption, Gipson re: police reform issues???
   - August – Stephanie Wiggins, Metro CEO
   - What to do about the SPA 8 rather lengthy presentation every month??

L. 21-22 Draft Budget – **1:00 pm (Pages 107-119)**
   - Draft budget and narrative attached
   - **ACTION:** Discuss and provide direction

M. Approval of Invoices – available at the meeting – **1:15 pm**
   - **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS
N. South Bay Fiber Network – **1:30 pm**
   - LA County Proposed Broadband Consortium
   - Next meeting of the working group – May 17 – Selwyn Hollins, Director, LA County Internal Services Department to talk about their Deleting the Digital Divide Initiative

O. LTN Report submitted – next steps under discussion – **1:40 pm**

P. Homeless update – **1:45 pm**
   - Funding for January 2022-June 2023
     - Draft proposal for $15 million for COGs; going before Board of Supervisors on July 6, 2021
     - SBCCOG could receive $1.905 million for projects (based on percentage - 12.7% from 2020 Homeless Count)
     - Money can be spent on the following:
       - i. **Priority Area 1:** Increasing the supply of permanent and interim housing for people experiencing homelessness
ii. **Priority Area 2**: Enhancing County service systems for those experiencing and/or at-risk of homelessness
   o Proposed timeline
     i. Call for Projects issued in Summer 2021
     ii. Draft Statement of Work due 9/20/2021
     iii. Finalized SOW due 10/29/2021
     iv. Contracts executed 12/17/2021
     v. Projects scheduled to begin 1/1/2022

Q. Senior Services update – **1:50 pm**
   ■ Next meeting on May 25, 2021

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
   ■ Other updates since agenda distribution – **1:55 pm**

NEXT STEERING COMMITTEE MEETING – Monday, June 14, 2021 @ 12:00 pm via zoom???
South Bay Cities Council of Governments
Steering Committee
FOLLOW-UP AGENDA
Monday, April 12, 2021

ATTENDEES: Olivia Valentine (Chair, Hawthorne), John Cruikshank (2nd Vice Chair, Rancho Palos Verdes), Jim Dear (Carson), Rodney Tanaka (Gardena), Barry Waite (Lomita), Stacey Armato (Hermosa Beach – 12:16 arrival), James Butts (Inglewood), Hildy Stern (Manhattan Beach), Dawn Murdock (Palos Verdes Estates), Christian Horvath (Redondo Beach), Britt Huff (Rolling Hills Estates), George Chen (Torrance), Jacki Bacharach, Kim Fuentes, Wally Siembab, Steve Lantz, David Leger, Grace Farwell, Mike Jenkins (SBCCOG Legal Counsel), Sharon Landers (Carson staff); Mark Dierking (Metro), Jim Hannon (public)

I. CONFIRMED THE QUORUM

II. REPORT OF POSTING OF AGENDA
   ■ ACTION: ReceiveD and fileD

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA
   ■ TAPING THE MEETINGS AND BEA DIERINGER WANTS TO HAVE THE OPPORTUNITY TO LISTEN
   ■ ADD AB 1251 FOR SUPPORT ON ITEM K.

IV. PUBLIC COMMENT - NONE

V. CONSENT CALENDAR - NONE

   A. Steering Committee – March 8, 2021 meeting minutes attached
      ■ ACTION: ApproveD Huff/Horvath

   B. Audit Adequacy Response from Joseph Lillio, SBCCOG Treasurer & El Segundo Finance Director
      After looking at our audit, SBCCOG staff has sent the SBCCOG adopted financial policies and procedures to Mr. Lillio to review so that he can better understand our existing controls and he will have a report back at the May meeting

   C. SCAG Regional Early Action Program funds to accelerate housing
      ■ MOU still being reviewed

   D. COVID update
      ■ Report on Health Department SPA research – no new information

   E. City Attendance at SBCCOG meetings
      ■ Matrix attached

   F. South Bay Environmental Services Center Activities Report – attached
      NEW - Monthly Media reports – pages 5 and 6

   VII. ACTION ITEMS

   G. Delegation of Authority Issue – Jenkins present to answer questions - 12:10 pm
      ■ Status and Summary of other concerns expressed by Board member Dieringer – to be reported at the meeting SUMMARIZED BACHARACH’S DISCUSSIONS WITH DIERINGER.
      ■ Memo from Mike Jenkins, SBCCOG legal counsel attached – AT CHAIR’S REQUEST, HE WALKED THROUGH THE MEMO. SECTION 8 OF THE JPA EXPRESSLY ALLOWS THE GOVERNING BOARD TO DELEGATE THEIR
AUTHORITY. DIERINGER’S READING WAS VERY NARROW. DELEGATION HOWEVER SHOULD BE CLEARER. RECOMMENDED BYLAWS AMENDMENT TO ENUMERATE THE DELEGATION.

ACTION: Recommend that the Board initiate a Bylaws amendment to amend Section VII.B.2 to more clearly, comprehensively and transparently delineate the powers of the Steering Committee. Additionally modify the Governing Board agendas by adding the following sentence in red to the Consent Calendar description:

- Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. They have all been reviewed by the Steering Committee which recommended the action indicated. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately. (Bylaws attached for reference)

MOTION TO AMEND BYLAWS AS STATED ABOVE - SUBCOMMITTEE TO LOOK AT THE BYLAWS AND MAKE RECOMMENDATION TO THE BOARD - HORVATH/BUTTS

- VOLUNTEERS FOR COMMITTEE - VALENTINE, CHEN AND ARMATO

- CRUIKSHANK STATED THAT BOARD MEMBERS NEED TO EXPRESS THE VALUE OF THE SBCCOG TO OTHER COUNCILMEMBERS. REGIONALISM IS IMPORTANT FOR THE QUALITY OF LIFE FOR THEIR RESIDENTS. REGIONAL MOBILITY IS IMPORTANT

H. Appointments to Outside Agencies – 12:20 pm

- Memo on appointments & memo specifically on Metro Service Council nominations attached

- CHRISTIAN TO DO INTERVIEWS IN A SUBCOMMITTEE. CRUIKSHANK. & VALENTINE

- CRUIKSHANK WOULD NOT CONSIDER THE APPLICANT AFTER THE DEADLINE

ACTION: Recommend that the Board reappoint the uncontested representatives for additional two years (Dieringer & Brand) and review nominees for SCAG policy committee and Metro Service Council and provide direction on selection process. –FORM COMMITTEE - NO AFTER DEADLINE APPLICANTS – CHEN/ARMATO sent e-mail to Asemanfar 4/14/21 re: not to be considered. Possible interview dates sent to Horvath, Valentine and Cruikshank 4/15/21

I. South Bay Fiber Network – 12:30 pm

- 2 new sites in Lomita!
- CALCOG, Cal Forward, LAEDC and SANDAG panels
- Collaboration with LA County on the Digital Divide
- Memo re: work orders and Work Order #3 change order

ACTION: Recommend board approval of:

- SBFN Change Order to Work Order #3 - net increase of $254,777.00 These increases are due to unexpected changes to construction techniques, modifications to implementation tactics required by Cities to satisfy new protocols and/or to reduce surface remediation.
- SBFN Work Order #4 - for three additional sites, with capital costs estimated at $200,000.00.
- $274,000+

- BUTTS – NOT ACCEPTABLE. PROJECTED ACCESS THAT THEY WEREN’T SURE ABOUT AND THEREFORE GAVE A LOWER BID TO GET THE BUSINESS. CAN’T BE THIS EASY. THEY SHOULD HAVE TOLD US THEIR ASSUMPTIONS WHEN THEY GAVE THE BID. SHOULD HAVE GIVEN RANGES. WASN’T A COMPLETE PROPOSAL. SHOULD HAVE GIVEN A NOT TO EXCEED NUMBER.

- CHEN – IF THEY ARE PULLING MORE FIBER -PUT ADDITIONAL FIBER IN FOR GROWTH AND WE SHOULD HAVE ACCESS TO IT.

- WAITE – HOW WILL FIBER NETWORK WILL BE IMPACTED WITH THE AMERICAN RESCUE PLAN?

- HORVATH – AMERICAN RESCUE PLAN – WIDER OPPORTUNITIES TO BRING IT INTO COMMUNITIES. AGREES WITH BUTTS. THIS HAS BEEN FLUID PROCESS – NEW SITES, CONSTANT CHANGE – OVER 2 YEAR PERIOD – COSTS UP BUT DUE TO UNEXPECTED CHANGES. – BUTTS SAYS THAT DOESN’T HOLD UP. HORVATH – NOT ALARMING.
• HORVATH/ARMATO – APPROVED – BUTTS ABSTAINED

J. Aerial Photograph Initiative – LARIAC - – 12:40 pm
   ■ Memo attached
   ■ ACTION: NOT ENOUGH INTEREST AT THIS TIME FOR US TO GET A DISCOUNT. LOOKING TO OFFSET COSTS WITH OTHER FUNDING SOURCES – NEXT LARIAC CYCLE IS 2023 SO WE WOULD START 6 MONTHS EARLY – MAYBE JUNE 2022 LOOK AGAIN
   ■ WAITE – CITY CAN JOIN AT ANY TIME. GET CURRENT AND SEVERAL YEARS OLD DATA SO YOU CAN SEE THE CHANGES.
   ■ LANDERS – WILL TALK TO KIM

K. Legislative Issues – 12:45 pm
   ■ Legislative Matrix attached
   ■ ACTION: Recommend Board support AB 538, AB 246, SB 612, AB 1053, ACA 7, SB 765 and 
   • oppose SB 556, AB 339, AB 68, AB 1401 – ADD AB 1251 FOR SUPPORT
   • MOVE STAFF RECOMMENDATION AS OUTLINED – DEAR/HORVATH – APPROVED – CHEN ABSTAINED ON AB 246 AND SB 765

   ■ Legislative visits – update on messaging at the meeting
The legislative calendar is as follows:
   A April 30 Last day for policy committee to meet and report to fiscal committees fiscal bills introduced in their house
   May 7 Last day for policy committees to meet and report to the floor non-fiscal bills introduced in their house
   May 14 Last day for policy committee to meet prior to June
We need to arrange these visits if we can between April 14 and April 22.
   • ARMATO – HOLD MEETINGS – BE ORGANIZED WITH TEAM MEETING AND TEAM LEADER. PRE-MEETING – DECIDE PRIORITY BILLS TO DISCUSS BASED ON LEGISLATOR WE ARE MEETING WITH. PRIORITIZE BY LEVEL OF IMPACT TO SOUTH BAY.
   • HORVATH – LAST YEAR – WORKED WITH LOBBYIST. CPA DID FULL DAY AFFAIR. NEED SOMEONE TO HELP SET UP THE MEETINGS AND WORK ON THE TALKING POINTS.
   • CRUIKSHANK – YES TO ALL ABOVE. ALL CITIES ON THE SAME PAGE ON MANY ITEMS. SOME THINGS IN THE PAPER HE DOESN'T AGREE WITH SO THEY NEED TO BE MASSAGED.
   • WAITE – WHO ELSE SHOULD WE BE TALKING WITH? SIERRA CLUB?
   • SIEMBAB - MAYBE OP-ED OR PRESS
   • BACHARACH – USE CITY LOBBYISTS
   • VALENTINE – LET THEM KNOW WHAT WE ARE DOING AS A SBCCOG – EX. NEIGHBORHOOD ORIENTED DEVELOPMENT AND ELECTRIC VEHICLE PROMOTION. NARROW THE ISSUES – MAYBE 3 THINGS AND INCORPORATE WHAT WE STAND FOR. CONCERNED ABOUT TALKING ABOUT INDIVIDUAL BILLS – USE THEM AS EXAMPLES.
   • FIRST TALKING POINT IS LEGISLATIVE OVERREACH AND INSULT TO PUBLIC PARTICIPATION RULES AND DEMOCRACY
   • DREW, CHRISTIAN, JOHN, STACEY, OLIVIA

L. Items from the Transportation Committee, if required – 12:55 pm
CONGESTION PRICING SURVEY

M. Planner for the SBCCOG – special assessment - 1:00 pm
   ■ Memos attached – description, potential scope of work, matrix of assessments
ACTION: Recommend the Board approve the hiring of a planner for the subregion who would work under the direction of the SBCCOG on priorities established by the City Community Development Directors and the SBCCOG. The position will be funded by a special assessment which will be sent out with the dues invoices.

BEA WANTS A SUNSET TO COINCIDE WITH REAP FUNDING OR IF ASSESSMENT IS TOO MUCH, I WILL JUST KEEP USING THE MONEY. ME – RE-EVALUATE EVERY YEAR IN THE BUDGET. BEA – DEFINE THAT IT IS MONEY TO BE ONLY TO BE USED FOR THE PLANNER. AND ANY LEFT OVER MONEY SHOULD BE RETURNED PRO RATA.

MOTION TO APPROVE: CRUIKSHANK/ARMATO.
APPROVED: VALENTINE, ARMATO, HORVATH, WAITE, STERN, CRUIKSHANK, CHEN
OPPOSED – MURDOCK
ABSTAINED - DEAR, HUFF, TANAKA
APPROVED 7/1/3

N. Board Meeting agenda development – 1:10 pm
- April – draft attached – Sanitation District presentation on their Clearwater project, Regional Energy Network presentation, Bill Brand re: "Sacramento Striping Local Control of Zoning and Land Use"
- May – budget/election, LTN follow-up, West Harbor Presentation, 21-22 work program
- June – election of officers/budget adoption, Gipson re: police reform issues???

O. Color of newsletter – 1:15 pm
- The SouthBay Watch newsletter has had a different color for each edition since its inception over 20 years ago.
- It has been brought to our attention that normally newsletters have a more consistent look and color palette.
- ACTION: Provide direction re: whether the color change for each edition should continue or whether we should pick one color and stick with it.
- HUFF – LIKES THE COLOR CHANGE – EASIER TO PICK OUT SAMPLES
- DEAR – ONLY CONSTANT IS CHANGE
- HORVATH – FOUR COLOR PRINTING IS NOW CHEAPER THAN BEFORE. TRADITIONALLY WOULD BE THE SAME ON MONTH TO MONTH. BUT CONSIDER JUST ELECTRONIC.
- TANAKA – KEEP COLOR CHANGE
- VALENTINE – COLOR SHOULD CHANGE IS THE CONSENSUS

P. Approval of Invoices
- ACTION: Approve invoices for payment
- BILL FROM BBK FOR $1025.00 - TANAKA/ARMATO

Q. VII. INFORMATION ITEMS
- General Assembly – 1:25 pm – Powerpoint by Kim – reserve Carson for 2022? – e-mail request sent to Landers w/copy to Hicks and Dear for date & fee waivers 4/13/21
- WAITE AND CRUIKSHANK – KUDOS TO CHRISTIAN AND GO BACK TO CARSON
- TANAKA’S FIRST EVENT – GOT A LOT OF INFORMATION. REPRESENTATIVES COULDN’T ANSWER INFORMATION. GREAT JOB. GOT A LOT OUT OF IT.
- DEAR – RESERVE COMMUNITY CENTER – WILL GET RUSH OF RESERVATIONS ONCE IT OPENS.
- LANDERS – DOESN’T KNOW HOW THEY ARE HANDLING THE CENTER. SEND LETTER WITH THE DATE AND REQUEST. 4/13/21 – email request sent for date & request for fee waiver to Landers & SBCCOG Board delegate and alternate – Hicks & Dear

R. Local Travel Network Update – final report due end of April

S. Community Project Funding Requests – 1:35 pm
- Memo attached
ADD REDONDO BEACH NEIGHBORHOOD CENTER

T. Update on Homeless Program and Innovation Project Funding - 1:40 pm
- Launched Client Aid program in March; held training for city staff & law enforcement on March 30th
- Training Module 101 - SBCCOG will provide training, if requested, to city staff
- Home Share South Bay - still working on building base of available homes; giving presentations to city commissions, senior groups
- Measure H funding for 2022-2023
- Next meeting scheduled for May 5, 2021 from 3-5pm

U. Senior Services – 1:45 pm
- AARP Age-Friendly Network of States and Communities vs. Milken Institute Best Cities for Successful Aging Mayor's Pledge
- Regular updates from BCHD on COVID-19 data and vaccinations
- Next meeting scheduled for May 25, 2021 from 9:30-11:30am

V. Update on Senior Services – 1:50 pm
- Inglewood staff person met his new councilmember at this meeting!
- Age Friendly cities – El Segundo and Hermosa Beach
- U.S. aging more quickly than other parts of the world
  - By 2030, one of every five people in the U.S. will be 65 or older.
  - By 2035, the number of adults older than 65 will be greater than the number of children under 18.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES
- Other updates since agenda distribution – 1:55 pm

TELEWORK – HOW MANY DAYS/WEEK ARE CITIES ALLOWING EMPLOYEES TO TELEWORK? – ASK CITY MANAGERS
VALENTINE AND WAITE – YES

4/14/21 – asked Jeff Kiernan re: LCC & Bob Dominguez re: ICMA
4/18/21 – asked Lisa Garrett, LA County HR dept head, SBWIB & LAEDC

NEXT STEERING COMMITTEE MEETING – Monday, May 10, 2021 @ 12:00 pm via zoom
MEMORANDUM OF UNDERSTANDING
No. M-017-21

SCAG Overall Work Program (OWP) No: 300-4872Y0.03

Federal/State Awarding Agency: State of California, Department of Housing and Community Development
CFDA Number and Name: N/A
Federal Award Identification Number (FAIN) No: N/A
Federal Award Date: N/A
Total Amount of the Federal Award: N/A
Federal Award Project Description: N/A
Federal Awarding Official: N/A

Sub-Recipient Name: SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)
Sub-Recipient’s DUNS No: TBD
Total Amount of Federal Funds Obligated to the Sub-Recipient: $0
Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: $604,171
Total Amount of the Sub-Award: $604,171

Subaward Period of Performance Start Date: September 3, 2020
Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific
Method of Payment: See Section 6 of this MOU

Project R&D: N/A
Indirect Cost Rate for the Federal Award: N/A

Subaward Project Title: SBCCOG REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS AND OUTREACH

Subaward Project Description: SBCCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach will utilize REAP funding to implement planning projects to further the development of housing within the SBCCOG jurisdiction.
MEMORANDUM OF UNDERSTANDING  
No. M-017-21  

BETWEEN THE  
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)  
FOR SBCCOG REGIONAL EARLY ACTION PLANNING (REAP) GRANT  
PARTNERSHIPS AND OUTREACH  

(SCAG Project/OWP No. 300-4872Y0.03)  

This Memorandum of Understanding (“MOU” or “Agreement”) is by and between the Southern California Association of Governments ("SCAG") and the South Bay Cities Council of Governments (SBCCOG) ("Sub-Recipient"), for SBCCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach, subsequently herein referred to as “Project.” SCAG and the Sub-Recipient are individually referred to herein as “Party” and may be collectively referred to herein as “Parties.”  

RECITALS  

WHEREAS, SCAG is a Joint Powers Agency and a federally designated Metropolitan Planning Organization (MPO) for Southern California. As an MPO, SCAG is primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;  

WHEREAS, the State of California (the “State”), Department of Housing and Community Development (“Department”) is authorized to provide up to $47,471,023 (the “Full Funding Amount”) to SCAG under the Regional Early Action Planning Grant Program (the “REAP Program”), the regional component of the Local Government Planning Support Grants Program (as described in Health and Safety Code section 50515.02);  

WHEREAS, based on SCAG’s Regional Council action at its March 5, 2020 meeting, of the authorized Full Funding Amount, approximately up to $23 million will be allocated to fund subregional partnership projects for planning activities that will accelerate housing production and facilitate compliance in implementing the Sixth Cycle of Regional Housing Needs Allocation (“RHNA”) (the “Subregional Partnership Program”), and the funding amount available for each subregional partner will be based on the final Sixth Cycle of RHNA allocation;  

WHEREAS, the Department approved SCAG’s application for a Request for Advance Allocation on April 14, 2020, to receive $11,867,755 (up to 25% of the Full Funding Amount allocated) and a Request for Allocation for the remaining funding is expected to be authorized in 2021;  

WHEREAS, on September 3, 2020, SCAG’s Regional Council approved Subregional Partnership Program Guidelines (the “Guidelines”) and authorized SCAG’s Executive Director or his designee to enter into agreements with the designated subregional partner under the REAP Program;
WHEREAS, the Sub-Recipient, as the designated subregional partner, developed and submitted their proposals consistent with the Subregional Partnership Program Guidelines (“Project”) and SCAG reviewed and approved the Project;

WHEREAS, pursuant to its annual Overall Work Program (“OWP”), SCAG will be engaged in activities and projects that will require certain technical, professional, or support services from time to time related to its work regarding the Subregional Partnership Program;

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties, which includes SCAG to provide funding for the Project;

WHEREAS, the Sub-Recipient will hire a Consultant (“Consultant”) to perform the services required for the Project as described in the REAP Subregional Partnership Program application (“Scope of Work”);

WHEREAS, consistent with the funding schedule in the Subregional Partnership Program Guidelines, SCAG shall contribute a maximum, not to exceed full suballocation amount of Six Hundred Four Thousand One Hundred Seventy-One Dollars ($604,171) of state funds for the Project (“Grant Funds”). Phase 1 funding in a not to exceed amount of Two Hundred Thousand Dollars ($200,000) of state funds shall be available to the Sub-Recipient subject to the provisions of this Agreement upon the Effective Date of this MOU. Funds related to approved Phase 2 project components in a not to exceed amount of Four Hundred Four Thousand One Hundred Seventy-One Dollars ($404,171) will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, costs incurred by Sub-Recipient for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG;

WHEREAS, the Sub-Recipient’s designated project manager, in coordination with SCAG’s designated project manager, will ensure the Scope of Work is performed by the Consultant;

WHEREAS, subject to the conditions described in the Subregional Partnership Program Guidelines, reimbursable activities by the Sub-Recipient and Consultant will begin on September 3, 2020 and shall be completed by June 30, 2023;

WHEREAS, this MOU shall supersede and replace any previous agreements or negotiations between SCAG and the Sub-Recipient related to the Project described herein; and

WHEREAS, SCAG’s Fiscal Year is from July 1 through June 30.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. **MOU Contents**

   This MOU is comprised of these terms and conditions and any attached Exhibits, and may be amended only by written agreement between SCAG and the Sub-Recipient. The Recitals to this Agreement are also incorporated herein by this reference.
2. **Scope of Work**

   a. The Sub-Recipient and Consultant procured by the Sub-Recipient in accordance with applicable procurement requirements and policies, shall perform the Scope of Work, in accordance with applicable State requirements, and the provisions of this MOU.

   b. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project, up to the maximum amount of Six Hundred Four Thousand One Hundred Seventy-One Dollars ($604,171). SCAG intends to use state funds to meet its funding obligations described herein.

   c. The Sub-Recipient shall use the Grant Funds in accordance with the approved Scope of Work as contained in the timeline and budget and related information outlined in the Subregional Partnership Program application and any subsequent applications.

   d. If the Sub-Recipient is able to contract for services at a lower cost than outlined in their Subregional Partnership Program application and approved Scope of Work budget, the remaining funds may be used to fund other REAP programs by SCAG. The Sub-Recipient shall have the opportunity to submit a revised Scope of Work Approval form detailing a proposed use for the remaining funds within 30 days of execution of the contract creating the cost savings. The proposed use is subject to approval by the SCAG Project Manager, and must be proposed to fund meaningful work which adheres to the guidelines.

   e. The approved Scope of Work shall be documented using the Scope of Work Approval Form, attached hereto as “Exhibit A” and incorporated herein by this reference and subsequently herein referred to “Approval Form.” The completed Approval Form must be signed and agreed upon by Subrecipient Project Manager and SCAG Project Manager, prior to the performance of the Scope of Work. The completed Approval Form may be signed by way of a manual or authorized digital signature, or a signature stamp. The completed Approval Form may be amended subject to approval by SCAG. No alteration or deviation of the Scope of Work shall be valid unless the completed Approval Form is amended and properly signed and agreed upon by both Parties.

   f. The Sub-Recipient has had their procurement process reviewed by SCAG, and is hereby required pursuant to this Agreement to procure all services in the Scope of Work on a “monitored” basis, subject to provisions outlined in the “Monitored Sub-Recipient Requirements”, attached hereto as “Exhibit B” and incorporated herein by this reference and subsequently herein referred to “Monitored Requirements.” If the Sub-Recipient can satisfy the requirements to be considered for “unmonitored” procurements, this MOU may be amended to remove the Monitored Requirements.

   g. The Sub-Recipient hereby verifies that it procured or shall procure the Consultant to perform the Scope of Work through a fair and competitive process consistent with the Sub-Recipient’s procurement procedures, as long as those procedures comply with all laws, rules, regulations and ordinances governing Sub-Recipient’s procurement, and all applicable provisions of California state law. The following guidelines further describe procurement requirements applicable to this funding:
i. Any sole source purchase must be preapproved by SCAG and HCD as compliant with REAP requirements;

ii. The maximum allowed cost for procurements made as a “micropurchase” or “small purchase”, which is not subject to a competitive process is $5,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;

iii. The maximum allowed cost for procurements made through an informal process, which requires a minimum of three written or verbal quotes or proposals documented in the procurement file, is $25,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower;

iv. Any contract or purchase over the amount of $25,000 or the limit set by the procurement policy of the Sub-Recipient, whichever is lower, must be procured using a formal method (RFP, RFQ, etc.) in accord with the Sub-Recipient’s adopted procurement policy; and

v. The Sub-Recipient shall consult with SCAG Project Manager in development of an RFP (or any solicitation) and obtain SCAG Project Manager’s approval on the final RFP (or solicitation) prior to its issuance. The Sub-Recipient shall provide SCAG with a copy of its Notice to Proceed issued to the Consultant, along with a copy of the Consultant contract within seven (7) days of its issuance. When requested, the Sub-Recipient shall also provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within seven (7) days of the request.

h. Subject to the execution of a valid, enforceable contract between the Sub-Recipient and Consultant, the Sub-Recipient shall be responsible for managing the Consultant in performing the Scope of Work. Each Party’s Project Manager shall review and approve Consultant’s invoices.

i. The Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant’s deliverables consistent with the Scope of Work; provided, however, that prior to approving a deliverable from the Consultant, the Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager. In the event that the Sub-Recipient or its Consultant proposes an amendment to the Consultant’s contract which changes the terms of Consultant’s contract with the Sub-Recipient, including but not limited to, increases the value of the contract amount and/or modifies the Scope of Work, the Sub-Recipient shall notify SCAG’s Project Manager in writing prior to such amendment process and provide SCAG with a copy of such amendment.

j. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 6 of this MOU, which shall include an accounting of Grant Fund expenditures. The Sub-Recipient shall retain a copy of payment records, invoices, receipts, and any other documentation requested by SCAG for all Grant Fund expenditures.

k. The Sub-Recipient agrees that SCAG, or its authorized representative(s), shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material shall be kept and maintained by the Sub-Recipient and shall be made available to SCAG during the term of this Agreement unless SCAG’s advance written permission is given to dispose of any such material.
3. **Term**

   The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until June 30, 2023, hereinafter referred to as the “Completion Date,” unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

4. **Program Management**

   a. All work under this MOU shall be coordinated with SCAG and the Sub-Recipient through the Project Managers.

   b. For purposes of this MOU, SCAG designates the following individual as its Project Manager:

      Ma’Ayn Johnson  
      Housing Program Manager  
      (213) 236-1975  
      johnson@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.

   c. For purposes of this MOU, the Sub-Recipient designates the following individual as its Project Manager:

      Jacki Bacharach  
      Executive Director  
      310-371-7222  
      jacki@southbaycities.org

   The Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. **Funding**

   a. SCAG’s contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed Six Hundred Four Thousand One Hundred Seventy-One Dollars ($604,171). SCAG shall not be obligated to make payments for any Project costs that exceed Six Hundred Four Thousand One Hundred Seventy-One Dollars ($604,171). Funds related to any approved Phase 2 project components will only be made available to the Sub-Recipient upon execution of a signed agreement between the Department and SCAG for the Full Funding Amount and, consistent with the Guidelines, Sub-Recipient agrees and acknowledges that any costs it incurs for Phase 2 projects prior to a signed agreement between the Department and SCAG for the Full Funding Amount may not be eligible for reimbursement by SCAG, notwithstanding the amounts identified in this Agreement. SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG’s obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program.
b. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 21 of this MOU.

c. Any costs for which the Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, the Department or other State authorities to be ineligible or otherwise unallowable, are to be repaid by the Sub-Recipient within thirty (30) calendar days of the Sub-Recipient receiving notice of audit findings and a written demand for reimbursement from SCAG. Such repayment shall include interest, penalties or related fees, as determined by the Department or other State authorities. Should the Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold future payments due to the Sub-Recipient.

6. **Invoices and Progress Reports**

a. SCAG’s contribution to the Project shall be made on a reimbursement basis to the Sub-Recipient after the Sub-Recipient and Consultant have performed the services made pursuant to the Scope of Work. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB).

b. For all reimbursements sought by Sub-Recipient for allowable amounts incurred through June 30, 2021, the Sub-Recipient shall submit monthly invoices to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as “Exhibit B.” Commencing with reimbursements incurred as of July 1, 2021, upon the prior written notification to SCAG staff, the Sub-Recipient may elect to invoice SCAG for reimbursement no less frequently than once in every calendar quarter; provided, however, that if accumulated invoice charges for which reimbursement will be sought reach the amount of One Hundred Thousand Dollars ($100,000), then the Sub-Recipient shall submit an invoice within not more than 30 days of the $100,000 threshold being reached (or by the end of the calendar quarter, whichever is sooner). Notwithstanding the foregoing, SCAG may require the Sub-Recipient to return to a monthly billing cycle at its sole discretion upon thirty (30) days’ notice. SCAG shall reimburse the Sub-Recipient for paid Staff charges and paid Consultant invoices. The Invoice Report shall be accompanied by the attachments noted on the Invoicing Checklist and shall include a narrative description of the progress towards completion of tasks related to the Project, along with copies of paid Staff charges and paid Consultant invoices, and a proof of the payments.

c. The Invoice Report shall include the following information:

1) Names of Sub-Recipient and Consultant personnel performing work  
2) Dates and times of Project work  
3) Location of Project work  
4) Itemized costs, including identification of each employee, contractor or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each such employee, including complete timesheets or time cards signed by the employee and approved by the supervisor; invoices and vouchers, evidencing in proper detail the nature of the charges, and other documentation requested by SCAG; contractor or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
5) The Sub-Recipient shall submit narrative reports indicating percentage of completion with each set of invoices to allow the SCAG’s Project Manager to determine if the Sub-Recipient is performing to expectations, is on schedule, is within funding limitations, as well as to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.

d. Incomplete or inaccurate invoices shall be returned to the Sub-Recipient unapproved for correction.

e. All direct and Consultant costs billed must be specifically identified and supported with original receipts, invoices, or statements. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to the Sub-Recipient, its sub-recipient, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also see website for summary of travel reimbursement rules.

f. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), the Sub-Recipient shall submit a Quarterly Report using the Sub-Recipient Report Template provided by SCAG Project Manager to the Sub-Recipient Project Manager prior to the due date. A copy of the Sub-Recipient Report Template is attached hereto as “Exhibit D” and incorporated herein by this reference and subsequently herein referred to as the “Report Template”. The Report Template may be modified at any time by the SCAG Project Manager, and will be provided to the Sub-Recipient Project Manager as soon as the change is in effect. The Quarterly Report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant as well as progress toward completion of tasks related to the Project for the prior quarter and a reporting of all costs incurred regarding the Project.

g. By February 10 of each year following receipt of funding pursuant to this MOU, the Sub-Recipient shall submit an Annual Report using the Report Template. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient’s staff and Consultant as well as progress toward completion of tasks related to the Project for the prior year and a reporting of all costs incurred regarding the Project for that period.

h. On April 10, 2021, the Sub-Recipient Project Manager shall submit the Housing Element Progress portion of the Report Template to SCAG Project Manager. The Housing Element Progress section shall thereafter be required annually, as part of the Annual Report due on February 10 of each year.

i. As each project is finalized, and no later than July 21, 2023, the Sub-Recipient shall submit a Close-Out Report for each project, in a format to be determined by the SCAG Project Manager. At the time of the drafting of this MOU, the Awarding Agency, State of California, Department of Housing and Community Development has not provided the requirements for the Close-Out Report due to the Department by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipients is not available at this time, but will be provided to the Sub-Recipient Project Manager by SCAG Project Manager once it becomes available.
j. On all documents submitted to SCAG for the Project, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4872.03) shall be referenced from the Effective Date through June 30, 2023.

k. The Parties acknowledge that SCAG’s fiscal year is from July 1 to June 30. The Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this Agreement (e.g., 7/21/21, 7/21/22, & 7/21/23). SCAG shall not be obligated to pay the Sub-Recipient for any invoice received after such date.

l. The Sub-Recipient will require that its Consultant pay any subconsultants for satisfactorily completed work no later than ten (10) days of receipt of each payment from the Sub-Recipient. The ten (10) calendar days period is applicable unless a longer period is agreed to in writing.

7. Accounting Records

a. The Sub-Recipient and Consultant shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (“GAAP”) to support Invoices which segregate and accumulate the costs of work elements by line item and produce Progress Reports which clearly identify reimbursable costs and other expenditures by work elements.

b. The Sub-Recipient and Consultant shall establish a separate ledger account for receipts and expenditures of Grant Funds and maintain expenditure details in accordance with the scope of work, project timeline and budget.

c. The Sub-Recipient and Consultant shall maintain documentation of its competitive bid process consistent with the Sub-Recipient’s procurement procedures, and comply with the requirements set forth in Section 2.f, all applicable laws, rules, regulations and ordinances applicable to Sub-Recipient governing procurement, and all applicable provisions of California state law, and financial records of expenditures incurred during the course of the project in accordance with GAAP.

d. The Sub-Recipient agrees that SCAG or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU.

e. The Sub-Recipient and Consultant shall be responsible for maintaining accounting records as specified above.

8. Allowable Uses of Grant Funds

a. SCAG shall not award or disburse funds unless it determines that the Grant Funds shall be expended in compliance with the terms and provisions of the Notice of Funding Opportunity (NOFA) for the REAP Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019), which includes associated forms and guidelines and this Agreement.

b. Grant Funds shall only be used by the Sub-Recipient for project activities approved by SCAG that involve planning activities in accordance with the NOFA published by the Department.
c. Grant Funds may not be used for administrative costs of persons employed by the Sub-Recipient for activities not directly related to eligible activities.

d. The Sub-Recipient shall use no more than 5 percent (5%) of the total Grant Funds for administrative costs related to the Project, or a maximum of Thirty Thousand Two Hundred Nine Dollars ($30,209), whichever is lower. For purposes of this MOU, administrative costs are defined as: preparing invoices and supporting documentation; preparing quarterly progress reports; and participating in project management meetings. Additional funds may be used from other sources solely contributed by the Sub-recipient to support the Sub-recipient’s administration of the Project.

   i. The Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.

   ii. If the Sub-Recipient is seeking reimbursement for indirect costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards. The cognizant agency for indirect costs means the federal agency responsible for reviewing, negotiating, and approving indirect cost allocation plans or indirect cost proposals. The Sub-Recipient must include their estimated indirect cost rate in the project application and provide a copy of the acceptance letter from their cognizant agency for the approved ICAP or ICRP for the current fiscal year. Indirect costs may be sought for reimbursement only if the Sub-Recipient has received ICAP/ICRP approval from its cognizant agency on or before the Effective Date of this MOU.

   iii. All indirect costs may only be charged as administrative costs, and are subject to limit on administrative costs set in Section 8d.

   iv. The Sub-Recipient must inform SCAG in writing if an ICAP/ICRP will be utilized and indirect costs charged to the administrative cost allowance on or before the Effective Date of this MOU.

e. The Sub-Recipient shall be accountable to SCAG and the Department to ensure Consultants’ performance. The agreements with the Consultants shall provide for compliance with all applicable requirements of this Agreement as determined by SCAG.

f. SCAG will provide reimbursement only for approved and eligible costs incurred after September 3, 2020 as described in the conditions of the Subregional Partnership Program Guidelines.

g. There must be a strong implementation component for the funded activity through REAP, including, where appropriate, agreement by the Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption. The Sub-Recipient that does not formally request adoption of the funded activity may be subject to repayment of the Grant Funds.

h. In the event that it is determined, at the sole discretion of SCAG, that the Sub-Recipient is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from SCAG to stop work, the Sub-Recipient shall cease all work under the Agreement. SCAG has the sole discretion to determine that the Sub-Recipient meets the terms and conditions after a stop
work order, and to deliver a written notice to the Sub-Recipient to resume work under the Agreement.
9. **Electronic Version of Work Products**

a. For purposes of this Agreement, “Work Products” shall mean any deliverables, including reports, data files, newsletters or any other written or electronic materials provided pursuant to the Scope of Work.

b. The Sub-Recipient shall submit one (1) electronic copy of all completed deliverables associated with the Project to the assigned SCAG Project Manager.

c. SCAG shall own all Work Products and shall grant to the Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Project and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at the Sub-Recipient’s sole risk and without liability or legal exposure to SCAG.

d. Subject to any provisions in the California Public Records Act to the contrary, all deliverables and related materials related to the Project shall be held confidential by Consultant. Nothing furnished to the Sub-Recipient or SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. The Sub-Recipient shall also safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure, as the Sub-Recipient treats its confidential information, but in no case less than reasonable care.

10. **MOU Changes**

No alteration or deviation of the terms of this MOU shall be valid unless made in writing in the form of MOU Amendment and fully and properly executed by both parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the Request.

11. **Notices**

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo  
Chief Financial Officer  
Southern California Association of Governments  
900 Wilshire Blvd., Suite 1700  
Los Angeles, CA 90017  
(213) 630-1413  
giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to the Sub-Recipient.
To Sub-Recipient:

Jacki Bacharach  
Executive Director  
South Bay Cities Council of Governments  
2355 Crenshaw Blvd., Suite 125  
Torrance, California 90501  
310-371-7222

SBCCOG reserves the right to change this designation upon written notice to the Sub-Recipient.

12. Insurance

The Sub-Recipient and Consultant, at their own expense, shall procure and maintain policies of insurance of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage. Notwithstanding the foregoing, Sub-Recipient shall have the right, at its election but upon written notice to SCAG, to maintain all such insurance required under this Section 12 under a program of self-insurance or self-administered claims in lieu of purchasing such insurance; provided, however, that the scope and coverage limits are not less than those required below in subdivisions (a) and (b) below and provided, further, that the provisions in subdivision (c) apply to any self-insurance program. Any notice by Sub-Recipient shall detail consistency of its self-insurance program with the requirements of this Section 12. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion.

a. Minimum Scope of Insurance – Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG0001), or its equivalent.

2) Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or its equivalent.

3) Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

4) Professional Liability (Errors and Omissions) insurance appropriate to the Consultant’s profession.

b. Minimum Limits of Insurance – The Sub-Recipient, Consultant, and SCAG shall maintain limits no less than:

1) General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: Including contractual liability insuring owned, non-owned, hired and all vehicles by the Sub-Recipient and Consultant with a combined single limit of not less than
$1,000,000 applicable to bodily injury, or death, and loss of or damage to property in any one occurrence.

3) Workers’ Compensation Liability: Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than $1,000,000 each accident.

4) Professional Liability Insurance: With limits of not less than $1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for six (6) months after the Completion Date of this MOU.

c. Other Insurance Provisions – Both Sub-Recipient and SCAG should comply with the other insurance provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) SCAG, its officials and employees are to be covered as additional insureds, as respects liability arising out of the activities performed by or on behalf of the Sub-Recipient or Consultant, products and completed operations of the Sub-Recipient or Consultant; premises owned, occupied or used by the Sub-Recipient; or automobiles owned leased, hired or borrowed by the Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.

2) For any claims related to this Project, the Sub-Recipient’s and Consultant’s insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of the Sub-Recipient’s and Consultant’s insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.

4) The Sub-Recipient’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

5) Workers’ Compensation and Employer’s Liability policies shall contain the inclusion of SCAG, its members, subsidiaries, officials and employees and shall provide a waiver of subrogation.

d. Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions in amounts over $10,000 must be declared to and approved by SCAG.

e. Acceptability of Insurers – Insurance is to be placed with California admitted insurers with a current A.M. Best’s rating of no less than A and be admitted, unless otherwise approved by SCAG.

f. Verification of Coverage – The Sub-Recipient and Consultant shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, the Sub-Recipient shall provide complete, certified copies of all required
insurance policies, including endorsements affecting the coverage required by these specifications.

13. Indemnification

a. Except for the negligence or willful misconduct of SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest, the Sub-Recipient undertakes and agrees to defend, indemnify, and hold harmless SCAG and any of its directors, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including SCAG’s employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors or omissions or violations of law by the Sub-Recipient, employees and agents in connection with its activities in pursuing the Project or under this MOU. The Sub-Recipient further agrees to require its Consultant to provide indemnification for SCAG to the same extent as the Sub-Recipient, in the contract(s) between the Sub-Recipient and its Consultant for work related to this Agreement.

14. Records Retention and Audits

a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project and procurement of the Consultant and all work performed under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG Overall Work Program (“OWP”), whichever is later, and shall make all supporting information available upon request for inspection and audit by representatives of SCAG, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by SCAG upon request at no cost to SCAG.

b. SCAG shall maintain all source documents, books and records connected with the Project under this MOU for a minimum of three (3) years after the end of term of this MOU. Records relating to any and all audits or litigation relevant to this MOU shall be retained for five years after the conclusion or resolution of the matter or the date an audit resolution is achieved for each annual SCAG OWP, and shall make all supporting information available upon request for inspection and audit by representatives of the Sub-Recipient, the Department, the California State Auditor, or other authorized government agency. Copies shall be made and furnished by the Sub-Recipient upon request at no cost to the Sub-Recipient.

c. At any time during the term of this Agreement, SCAG and the Department may perform a financial audit of any and all phases of the award. At SCAG and the Department’s request, the Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant. SCAG and the Department have the right to review project documents and conduct audits during project implementation and over the project life.
d. The Sub-Recipient agrees that SCAG and the Department shall have the right to review, obtain, and copy all records and supporting documentation to the performance of this Agreement. The Sub-Recipient agrees to provide any relevant information requested.

e. The Sub-Recipient agrees to permit SCAG and the Department access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, program guidelines, and this Agreement.

f. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Sub-Recipient and the Consultant until completion of the action and resolution of all issues which arise from it. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five (5) years after the conclusion or resolution of the matter.

g. If applicable, the Sub-Recipient agrees to include all costs associated with this MOU and any amendments thereto to be examined in the annual audit and in the schedule of activities to be examined under a single audit prepared by the Sub-Recipient in compliance with Subpart F of the Office of Management and Budget’s Uniform Grant Guidance, formerly referred to as Circular A-133. The Sub-Recipient is responsible for assuring that the Single Auditor has reviewed the requirements of this MOU. Copies of said audits shall be submitted to SCAG.

h. Neither the pendency of a dispute nor its consideration by a Party or the State shall excuse the other Party from full and timely performance in accordance with the terms of this MOU.

15. General Terms and Conditions

a. The Sub-Recipient and Consultant shall adhere to the requirements contained in the State of California General Terms and Conditions (GTC 04/2017) now incorporated by reference. Such requirements shall apply to the Sub-Recipient and the Consultant to the same extent as SCAG and may include, but are not limited to:

1) Recycling Certification
2) Non-Discrimination Clause
3) Anti-Trust Claims
4) Child Support Compliance Act
5) Priority Hiring Considerations
6) Small Business Participation and DVBE Participation

16. Equal Employment Opportunity/Nondiscrimination

a. In the performance of work undertaken pursuant to this MOU, the Parties and their assignees and successors in interest, shall affirmatively require that their employees and contractors shall not unlawfully discriminate, harass or allow harassment, against any person, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical
disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
b. The Parties shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

c. The Parties shall permit access by representatives of SCAG, the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department shall require to ascertain compliance with this clause. The Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Parties shall include the nondiscrimination and compliance provisions of this clause in all sub-agreements to perform work under this MOU.

d. The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this MOU by reference and made a part hereof as if set forth in full.

e. In the event of noncompliance by either Party with the nondiscrimination provisions of this MOU, the other Party may cancel, terminate or suspend the MOU, in whole or in part.

f. If required by Department, additional or alternate sanctions for noncompliance may be imposed.

17. Conflict of Interest

The Parties shall comply with federal and state conflict of interest laws, regulations and policies as well as all applicable federal and state laws, regulations and policies in connection with its activities pursuant to this Agreement.

18. Independent Contractor

The Sub-Recipient and its Consultant(s), officers, employees and agents shall be independent contractors in the performance of this MOU, and not officers, employees, contractors or agents of SCAG.

19. Disputes

a. In the event of a dispute among the Parties concerning a question of fact arising under this Agreement that is not disposed of by agreement, which involves a decision by the Department’s Housing Policy Development Manager (or the Manager’s designee) who may consider any written or verbal evidence submitted by SCAG, the decisions of the Department shall be final and not subject to further appeal pursuant to Health and Safety Code Section 50515.04(g). SCAG shall include in such submittal to the Department any written or verbal evidence submitted to SCAG by the Parties, at the discretion of SCAG, as part of this process. Neither the pendency of a dispute
nor its consideration by the Department will excuse the Parties from full and timely performance in accordance with the terms of this agreement.

b. For other disputes and except as otherwise provided in this MOU, if a dispute arises between the Parties to this MOU, the Parties hereto agree to use the following procedure to resolve such dispute, prior to pursuing other legal remedies:

c. A meeting shall be held promptly between the Parties that will be attended by the Sub-Recipient’s Project Manager and SCAG’s Project Manager as well as individuals with decision-making authority (to the extent reasonably possible), who will attempt in good faith to negotiate a resolution of the dispute.

d. If the Parties are unsuccessful in resolving the dispute under (c) above, they may:

1) agree to submit the matter to mediation, binding judicial reference, or a private adjudicator (if all Parties so agree); or

2) initiate litigation following advance written notice to the other Party of not less than thirty (30) days.

e. If any Party should bring a legal action against the other to enforce the terms of this MOU, the prevailing Party shall be entitled to recover reasonable attorneys’ fees and costs, as determined by a court of competent jurisdiction in said proceeding.

20. **Noncompliance**

In addition to such other remedies as provided by law, in the event of nonperformance or noncompliance with any grant condition or specific requirement of this MOU, this MOU may be terminated pursuant to Section 21.

21. **Termination of MOU**

a. **Termination for Convenience.** Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the MOU shall be provided to SCAG and the Sub-Recipient shall be paid for all services performed by Consultant and accepted by the Sub-Recipient through the effective date of termination, provided the required consultation between the Sub-Recipient and SCAG has been undertaken in accordance with Section 2(f) of this MOU. Any Party terminating this MOU before the effective date of termination shall be responsible for any actual, incurred termination costs incurred by the Consultant as a result of such termination notice.

b. **Termination for Cause (Sub-Recipient Default).** If through any cause, the Sub-Recipient shall fail to timely and adequately fulfill its obligations under this MOU, or if the Sub-Recipient violates any of the covenants, agreements, or stipulations of this MOU, SCAG shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the Sub-Recipient of the intent to terminate and specifying the effective date thereof. SCAG shall provide
a reasonable opportunity for the Sub-Recipient to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to SCAG at its option.

c. **Termination for Cause (SCAG Default).** If through any cause, SCAG shall fail to timely and adequately fulfill its obligations under this MOU, or if SCAG violates any of the covenants, agreements, or stipulations of this MOU, the Sub-Recipient shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to SCAG of the intent to terminate and specifying the effective date thereof. The Sub-Recipient shall provide a reasonable opportunity for SCAG to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that the Sub-Recipient invokes this termination clause, all finished or unfinished documents and other materials as described in the MOU shall be returned to the Sub-Recipient at its option.

22. **Non-Assigment**

   a. Neither Party shall assign this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party’s sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable.

   b. The covenants and agreement of this MOU shall inure to the benefit of, and shall be binding upon each of the Parties and their respective successors and assignees.

23. **Release of Information**

   The Sub-Recipient shall not release any information to a third party or otherwise publish or utilize any information obtained or produced by it as a result of or in connection with the performance of services under this Agreement without the prior written authorization of SCAG, except as required by law (including, without limitation, pursuant to the California Public Records Act) and with prior written notice to SCAG.

24. **Non-Exclusivity**

   Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and the Sub-Recipient. This Agreement shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

25. **Severability**

   If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.
26. **Survival**

The following sections survive expiration or termination of this MOU:

- Section 9 (Electronic Version of Work Products)
- Section 13 (Indemnification)
- Section 19 (Disputes)
- Section 23 (Release of Information)

27. **Jurisdiction and Venue**

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

28. **Waiver**

No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof of such Party’s right thereafter to exercise or enforce each and every right and provision of this Agreement. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. **Standard of Care**

The Parties and Consultant shall perform the work required for the production of the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

30. **Force Majeure**

Neither the Sub-Recipient, SCAG nor Consultant shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Sub-Recipient, SCAG or Consultant, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.
31. **Execution of MOU or Amendment**

This MOU, or any amendment related thereto (Amendment), may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any Amendment may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this Agreement or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this Agreement or any Amendment.

32. **Effective Date**

This MOU shall be effective as of the last date in which the document is executed by both Parties.

33. **Entire MOU**

This MOU, including the attached Exhibits A, B C, and D represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

34. **Authority**

The Sub-recipient warrants and certifies that it possesses the legal authority to execute this Agreement and to undertake administration of the proposed Project, and that a resolution, motion, or similar action has been fully adopted or passed, as an official act of the Sub-recipient's governing body, authorizing receipt of SCAG Grant Funds, and directing and designating the authorized representative(s) of the Sub-recipient to act in connection with the Project specified and to provide such additional information as may be required by SCAG.
IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: ________________________________ ________________________________
    Cindy Giraldo                          Date
    Chief Financial Officer

APPROVED AS TO FORM:

By: ________________________________ ________________________________
    Michael R.W. Houston                     Date
    Chief Counsel

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

By: ________________________________ ________________________________
    Olivia Valentine                          Date
    Chair

APPROVED AS TO FORM:

By: ________________________________ ________________________________
    Michael Jenkins                          Date
    Legal Counsel
**Exhibit A**

**Scope of Work Approval Form**

---

**Subregional Partner:**

- [ ] Original Scope of Work Approval
- [ ] Add or Remove Project Manager
- [ ] Revision Requested to Projects (Please check all that apply)
  - [ ] Revise/Delete a Previously Approved Project or Task
  - [ ] Add a New Project
  - [ ] Project/Task Date Change
  - [ ] RHNA Adjusted Allocation Initiated by SCAG
  - [ ] Other (Please describe)

**SCAG Approval Date:**

**Revision Request Date:**

---

### Approved Summary of Projects and Activities (application approved on XX,XX,XXX)

<table>
<thead>
<tr>
<th>Project/Activity Name</th>
<th>Phase 1 funding</th>
<th>Phase 2 funding</th>
<th>Total Project Funding</th>
</tr>
</thead>
<tbody>
<tr>
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<td>7</td>
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</tbody>
</table>

**Phase Total**

| Total Approved Funding Amount |                 |                 |                       |

---

*Please check the box below if you are intending to use funding for administrative costs. If you do not elect to utilize the 5% admin allowance, the award amount will not be affected, but all funds must be used for program activities. This decision cannot be changed later, so please choose carefully.*

- [ ] A portion of the requested funding amount above will be applied as “administrative costs”, which can be up to 5% of the total project funding.

*If you checked the box above, please indicate if you plan to utilize:*

- [ ] The entire 5% allowable under the grant terms.
- [ ] A different percentage: Click or tap here to enter text.
- [ ] A specific dollar amount: Click or tap here to enter text.
Approved Summary of Projects and Activities (Revision) If a revision is requested, please also update the appropriate individual project outline(s) on the following pages. If a new project is being requested, please fill out a new project outline using the template on the last three pages of this form.

<table>
<thead>
<tr>
<th>Project/Activity Name and requested change</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
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<td></td>
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<tr>
<td>6</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
</tr>
</tbody>
</table>

Total Approved Funding Amount

Approval Requested By: SUBRECIPIENT PROJECT MANAGER
Name and Title

Approved By: SCAG PROJECT MANAGER
Ma'Ayn Johnson, Housing Programs Manager

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Note to Subrecipient(s):
If the approved Scope of Work includes the adoption or amendment of ordinances or any other support activities, those activities, e.g., ADU ordinances, must support the creation of additional housing and be in compliance with applicable current State and Federal laws and statutes. If the project is found to be non-compliant with any current laws or statutes, reimbursement will be denied, and any funds previously disbursed may be subject to repayment by the Subrecipient. If the Subrecipient is unclear as to the legality of their proposed ordinance or amendment, the SCAG Project Manager can offer technical assistance. The California Department of Housing and Community Development has a website for current ADU law and resources for agencies at https://www.hcd.ca.gov/policy-research/accessorydwellingunits.shtml.
Project Metrics

Each REAP project requires a metric to qualitatively measure the outcome of the project. Project metrics selected on this form will be included in the REAP SRP quarterly progress reporting form for your subregion. Please select all metrics that will apply to your approved projects:

1. Accessory dwelling unit projects
   - Number of ordinances updated or adopted resulting from the project
   - Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
   - Units permitted under project implementation/affordable units permitted under project implementation
   - Number of pre-approved plans designed and approved
   - Other: (please specify)

2. Outreach/public engagement projects
   - Number of events/meetings
   - Number of participants
   - Number of elected official/decisionmaker participants
   - Number of website hits
   - Number of video hits
   - Number of tool users or downloads
   - Other: (please specify)

3. GIS-related projects
   - Increase in total residential capacity and/or affordable residential capacity (compared to baseline/current capacity)
   - Other: (please specify)

4. AFFH-related projects
   - Number of adopted/implemented programs that increase access to fair housing
   - Other: (please specify)

5. Housing trust fund projects
   - Number of loan documents generated
   - Number of additional identified funding sources and amounts
   - Grants applied for and awarded if successful
   - Other: (please specify)

6. Plans and/or policies for implementation that are not related to ADUs (e.g., zoning ordinance updates, streamlined permitting processes, adoption of zoning strategies, etc.)
   - Additional unit capacity resulting from drafting or adopting plan (compared to baseline/current conditions)
   - Range of weeks (or other time period) saved to approve permits from streamlined process (compared to baseline/current conditions)
   - Other: (please specify)
Use the space below to indicate any metrics not listed above that will be used to measure progress on your project(s), and indicate the project number(s) measured by the metric(s).

Other projects (please specify metrics)

Click or tap here to enter text.
SCAG will provide enough copies of the following two pages for each approved project.

| 1 | Project Name |

☐ Metrics for this project have been selected in the “Project Metrics” portion of this form.

Please consult with the SCAG Project Manager if you need assistance in determining appropriate metrics for this project.

Brief Description of Project:
As provided in initial approved application

Alignment with SCAG Connect SoCal regional priorities:
As provided in initial approved application
Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form – Housing Element Progress

Housing element progress

Subregional partners must demonstrate jurisdictional progress toward housing element preparation before projects and activities that are not directly related to housing element preparation can be funded. In the section below, please list the jurisdictions your subregional area covers, planned SB 2 and LEAP activities (if any), and housing element progress. If a LEAP grant has not yet been awarded, please also indicate in the table. The rubric below can be used to indicate housing element progress: Use additional space or add additional lines, if needed.

A. The jurisdiction has either consultant or dedicated staff resources for their housing element updates, with all updates underway; no additional REAP support is proposed.

B. The jurisdiction has either consultant or dedicated staff resources for their housing element updates. A REAP support project for housing element updates is proposed by our subregion.

C. The jurisdiction has neither consultant nor dedicated staff resources for their housing element updates. A REAP support project for housing element updates by our subregion is NOT proposed. This jurisdiction will need technical assistance resources for their housing element update.

D. Our subregion is unaware of the status of housing element updates for this jurisdiction

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>SB 2 or LEAP (Local Early Action Program) Tasks re:</th>
<th>Housing element</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Housing Element</td>
<td>progress (A., B., C. or D.)</td>
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</table>

Date: April 22, 2021
Page 29
Please provide more information about the new requested project. Use additional pages if needed, and copy the template if more than one new project is being requested.

<table>
<thead>
<tr>
<th>New Project Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated cost</td>
<td></td>
</tr>
<tr>
<td>Expected start date</td>
<td></td>
</tr>
<tr>
<td>Expected end date</td>
<td></td>
</tr>
<tr>
<td>Does this project require the procurement of at least one consultant?</td>
<td>□ no □ yes</td>
</tr>
<tr>
<td></td>
<td>□ total number of consultant firms expected for projects</td>
</tr>
<tr>
<td>Agency expected to procure consultant</td>
<td>□ subregional partner □ SCAG □ Other, please specify:</td>
</tr>
<tr>
<td>Agency expected to administer or implement project or activity*</td>
<td>□ subregional partner □ SCAG □ Other, please specify:</td>
</tr>
<tr>
<td>Which agency will be directly paying consultant invoices?</td>
<td>□ subregional partner (SCAG will reimburse the subregional partner) □ SCAG</td>
</tr>
<tr>
<td>Does this project require adoption or approval by a local decision-making body for implementation?</td>
<td>□ no □ yes</td>
</tr>
<tr>
<td></td>
<td>If yes, please specify the expected adoption/approval date:</td>
</tr>
</tbody>
</table>

*The implementing agency cannot have any unresolved audit findings from prior government contracts and cannot be party to pending land use, housing, or environmental litigation which could impact the proposed activities.
Please provide more details about the project or activity, including:

- Brief description of project key deliverables and tasks, proposed performance indicators
- Nexus to housing production and why the task necessary for the adoption or implementation of the listed eligible activities for any tasks that are considered indirect to housing production (e.g., EIRs or General Plan amendments)
- Expected outcome of project or activity (i.e., plans for adoption or implementation)
- Related tasks that will be funded from other funding sources besides REAP (e.g., LEAP, SB 2) and the amount
- You may add additional space, as needed

Alignment with SCAG Connect SoCal regional priorities (refer to Program Guidelines and attachment)

Please describe below how the project or activity aligns and advances Connect SoCal and Housing Program regional priorities and framework. You may add additional space, as needed.
### Project/Activity Tasks

<table>
<thead>
<tr>
<th>Task and sub-tasks</th>
<th>Staff/Consultant/Both</th>
<th>Estimated cost</th>
<th>Phase 1 or 2</th>
<th>Begin date</th>
<th>End date</th>
<th>Deliverable</th>
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<td><strong>Total projected cost</strong></td>
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</tbody>
</table>
EXHIBIT B
REAP GRANT
SUB-RECIPIENT REQUIREMENTS FOR
UNMONITORED AND MONITORED PROCUREMENT

<table>
<thead>
<tr>
<th>Sub-Recipient Name</th>
<th>Contact Name</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Program Title</th>
<th>OWP Project/Task No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subregional Partnership Program</td>
<td>300.4872Y0.03</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Grant Source</th>
<th>Grant Amount</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>REAP AB101</td>
<td></td>
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</tbody>
</table>

Are you requesting to conduct your own procurement process?

- [ ] No – sub-recipient requests SCAG to conduct procurement on their behalf. Skip Section 1 and 2 and sign form below.
- [ ] Yes – complete Section 1a or 1b and sign form below.

SECTION 1.

<table>
<thead>
<tr>
<th>For SCAG Use Only: documentation of SCAG approval required</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Sub-recipient is requesting SCAG authorization to conduct its own unmonitored procurement. Sub-recipient must provide a copy of its procurement policies and procedures and submit a past grant procurement. SCAG will review the procurement policies and procedures to ensure adequate procedures are in place to conduct a fair and competitive procurement, subject to the terms and conditions in the MOU.</td>
</tr>
<tr>
<td>[ ] Approved by Contracts Manager, or designee</td>
</tr>
</tbody>
</table>

| [ ] Approved by Contracts Manager, or designee |
| b. Sub-recipient is requesting SCAG authorization to conduct its own procurement subject to the requirements set forth in Section 2a. Monitored Procurement Tasks. |

Date: April 22, 2021
Page 34
SECTION 2a. MONITORED PROCUREMENT TASKS: Sub-recipient required to obtain noted approvals for each procurement task prior to advancing to the next task, unless authorized to “bundle” tasks by the SCAG PM.

FOR PROCUREMENTS $5,000 OR LESS: While not subject to formal or informal procurement requirements, sub-recipient should ensure that goods and services are procured at a fair and reasonable price.

For SCAG Use Only: documentation of SCAG approval required

FOR PROCUREMENTS $5,001 TO $25,000, MINIMUM REQUIREMENTS:

1. Obtain a minimum of three (3) offers selecting the highest ranked offeror or lowest bid.

 FOR PROCUREMENTS $25,001 OR GREATER, MINIMUM REQUIREMENTS:

1. Scope of Work and Cost Estimate (prior to issuing the solicitation)

2. Rationale for procurement method and contract type

3. Solicitation (RFP or Bid) must include:
   - Evaluation criteria with cost criteria, using less than 30% cost criteria requires written justification to be approved by Contracts Manager
   - Protest language

4. Public advertisement of the solicitation for a minimum of 10 working days

5. Minimum of three (3) offers were received on time, evaluated and scored independently prior to evaluation committee discussion (any late submissions must be rejected); if less than 3 bids received, written justification for proposed course of action.

6. Evaluator’s signed Conflict of Interest Forms (solicitation reviewer has no conflict of interest); Authorize the evaluation committee to meet

7. Review scoring for potential anomalies

8. Summary of cost or price analysis and negotiation record (documentation of how the price was determined to be fair and reasonable and any negotiation if final price is different than offer)

9. Evidence the State of California’s Debarment website was checked to ensure selected firm has not been debarred [https://www.dir.ca.gov/dlss/debar.html](https://www.dir.ca.gov/dlss/debar.html) and Insurance Verification

Date: April 22, 2021
Page 35
By signing below, the authorized representative of the Sub-Recipient agrees to provide the required documentation to SCAG, and if approved as a Sub-Recipient it will comply with all program requirements noted in the MOU and Section 2a above, as applicable.

Signature ___________________________________________ Date ___________________
Name: ____________________________________________
Title: ____________________________________________

**For SCAG Use Only**

Contracts Manager Approval __________________________ Date ________________
Name ______________________________________________

- [ ] Monitored Sub-Recipient
- [ ] Unmonitored Sub-Recipient
- [ ] SCAG to complete procurement on behalf of sub-recipient

Project Manager Approval __________________________ Date ________________
Name ______________________________________________
Exhibit C
Invoice Report Format

<table>
<thead>
<tr>
<th>Tasks (labor only)</th>
<th>Hourly Rate</th>
<th>Hours</th>
<th>Budget</th>
<th>Current Invoice</th>
<th>Previously Invoiced</th>
<th>YTD Expenditure</th>
<th>Balance</th>
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</table>

Subtotal - Tasks: $0.00

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<tr>
<th>Overhead &amp; Fringe (if applicable)</th>
<th>Overhead</th>
<th>Fringe</th>
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</thead>
<tbody>
<tr>
<td>Overhead</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe</td>
<td>0.00%</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Subtotal - Overhead & Fringe: $0.00

<table>
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<tr>
<th>Fixed Fee (if applicable)</th>
<th>Fixed Fee</th>
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<td>Fixed Fee</td>
<td>0.00%</td>
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</table>

Subtotal - Fixed Fee: $0.00

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<tr>
<th>Other Direct Costs (ODCs)</th>
<th>Travel</th>
<th>Printing - Directly Chargeable only</th>
<th>Other</th>
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<tbody>
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Subtotal - ODCs: $0.00

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Subtotal - Consultant/Subconsultant: $0.00

GRAND TOTAL: $0.00

Please send check to:

CITY OF TBD
Address
City/State/ZIP

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of an Authorized Official
Title
Full Name of An Official who is authorized to legally bind the Organization
Date
# Exhibit D
## Report Template

<table>
<thead>
<tr>
<th>Project/Activity Name</th>
<th>Total Expenditures to Date</th>
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<th>Use LEAP or SB2 Funding</th>
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**Total Approved Funding Amount:** None

**Administrative Fee:** None

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**Report Submitted By:**

**SUBRECIPIENT PROJECT MANAGER**

**Name and Title:**

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**Report Reviewed and Accepted By:**

**SCAG PROJECT MANAGER**

**Name and Title:**

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**Signature:**

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**Date:**

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**Date Submitted:**

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**SCAG Project/OWP No.:** 300-4872Y0.03

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**MOU No.:** M-017-21

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**Date:** April 22, 2021

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**Page:** 38
### Project/Activity Task Tracker Required for Quarterly and Annual Reports

Please write a brief description of progress for each task/subtask. Narrative reporting on overall project will be reported in the Project Progress Narrative section of this form. Indicate if the task is complete, and the date the deliverable was completed. Please attach any and all deliverables to this report.

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<thead>
<tr>
<th>Task and sub-tasks</th>
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### Project Metrics Required for Quarterly and Annual Reports

Below are the metrics for this project as approved in consultation with SCAG Project Manager. Please provide the data for the applicable reporting period. Add as many lines as necessary, and you may include other metrics that are also applicable, as appropriate.

<table>
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<th>Metric</th>
<th>Baseline</th>
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Project Progress Narrative Required for Quarterly and Annual Reports

Please describe in narrative format the progress for this project during the reporting period. Include any actions taken to further project tasks and indicate if the project is proceeding according to the timeline in the Scope of Work Approval Form. List any challenges to progress that occurred during the reporting period and plans to address those challenges. If project was completed during this reporting period, please indicate the date completed, and include any outstanding deliverables with your report.

<table>
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<th>Project Complete</th>
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<td>Briefly describe the status of the project as of the end of the reporting period:</td>
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| List actions taken to further project tasks: |

| Identify any delays to project schedule and plans to address the delays. (If none, please indicate N/A): |

| List any other challenges to progress during this reporting period. (If none, please indicate N/A): |

| Identify any needs for additional technical assistance from SCAG. (If none, please indicate N/A): |
### Housing Element Progress Required by April 10, 2021 and thereafter on Annual Reports Only

In the section below, please list the jurisdictions your subregional area covers and housing element progress. The rubric below can be used to indicate housing element progress. Use additional space or add additional lines, if needed.

- **A.** Work on housing element update has not been initiated
- **B.** Draft housing element update is underway/proceeding, but not yet submitted to HCD
- **C.** Draft housing element update has been submitted to HCD, HCD review is pending or has been received
- **D.** Revised Draft housing element update pursuant to initial HCD review is proceeding
- **E.** Revised Draft housing element update has been submitted to HCD, HCD review is pending or has been received
- **F.** Housing element update has been adopted and submitted to HCD, certification pending
- **G.** Adopted housing element being revised pursuant to HCD review noncompliance findings
- **H.** Housing element update has been adopted, submitted to HCD, found in compliance with State law, and is being implemented

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Housing element progress as reported in application</th>
<th>Housing element progress (A-F) April 2021</th>
<th>Housing element progress (A-F) February 2022</th>
<th>Housing element progress (A-F) February 2023</th>
<th>Housing element progress (A-F) June 2023</th>
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AMENDMENT TO SBCCOG CONSULTING SERVICES AGREEMENT

This amendment to SBCCOG Consulting Services Agreement is made as of May 27, 2021 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Two Q, Inc. dba JP Marketing ("Consultant").

RECITALS

A. SBCCOG and Consultant entered into a Consulting Services Agreement as of January 7, 2021 wherein SBCCOG engaged the services of the Consultant as an independent contractor to provide website redesign services to SBCCOG.
B. The Agreement will expire on May 31, 2021 and the parties desire to extend the Term to August 31, 2021 with no increase in funding to allow time to complete the approved scope of work.
C. SBCCOG Steering Committee ratified the extension of this agreement at its May 10, 2021 meeting.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows: The Agreement is hereby amended by extending the Term to August 31, 2021, unless earlier terminated pursuant to the provisions of paragraph VI of the Agreement.

Except as modified above, all other provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement to be effected as of the date first written above.

“SBCCOG”
South Bay Cities Council of Governments

By: ______________________________
   Olivia Valentine (Signature)
   SBCCOG Board Chair

Date: ______________________________

Attest: ______________________________
   SBCCOG Board Secretary

“Contractor”
Two Q, Inc. dba JP Marketing

By: ______________________________
   Jane Olvera

Date: ______________________________
SCOPE OF WORK

This Scope of Work (SOW) covers the programs and activities that the South Bay Cities Council of Governments (SBCCOG) and its South Bay Environmental Services Center (SBESC) will conduct on behalf of West Basin Municipal Water District (West Basin) for a 12-month period, commencing on Thursday, July 1, 2021 through Thursday, June 30, 2022.

Due to the Coronavirus Disease of 2019 (COVID-19), in March 2020, West Basin postponed most of its (public contact) programs. COVID-19 has continued through 2021. In dealing with the situation, West Basin staff has modified its programs to increase implementation flexibility and to utilize webinars and other technologies and strategies to implement programs safely. Therefore, flexibility has been added to the programs listed below where possible and feasible, as a way to continue the successful promotion and implementation of West Basin’s programs.

The SOW tasks include education, coordination, promotion and implementation of West Basin’s programs. With West Basin’s prior approval, this agreement can allow for the addition, removal, modification or substitution of programs in the event that the timing, implementation or budgetary process for a specific task makes its implementation infeasible during the duration of this agreement. If programs are added, modified or substituted, the total amounts will not exceed the West Basin Board approved contractual amount of this agreement.

1. Educational Outreach Support $83,800
   a. Exhibit / Virtual events ($6,983.33 per mo.)
   b. Kiosk
   c. Media/Web/E-mail
   d. On-Going Water Reliability outreach
   e. Outreach and support for West Basin’s Water Bottle Filling Station
   f. SBCCOG Governing Board, Steering Committee and Infrastructure Working Group outreach

2. Support for Classes, Workshops, Events & Webinars $37,125
   a. Promote and assist with Educational Classes / Webinars
   b. Assist with Rain Barrel Distributions and/or Home Deliveries

3. Assist with Cash for Kitchens Program $27,228
4. Assist with Change & Save Program $33,151
5. Green Building Assist Program $4,500

Total $185,804
Billing Instructions for SOW

For Task 1 above, Educational Outreach Support category, the SBCCOG will invoice West Basin on a pro-rated monthly basis of $6,983.33 per month and all invoices will include the following: a summary of activities (by Director Division), copies of receipts, a year-to-date tracking of budgets and labor hours, copies of articles or press releases, sign-in sheets, photos, and any other back-up documentation that supports the deliverables on the invoice. Also, the SBESC will include in its monthly reports an estimated number of people reached at each event or webinar. The tasks associated with categories 2 - 5 above will be billed monthly based on a time and materials basis as work is completed, with the exception of Task 5. The Task 5 Green Building Program amount will be billed as a one-time amount of $4,500.

Project Tasks

1. Educational Outreach Support of West Basin’s Programs

The SBESC will help communicate West Basin’s program message to the public through its outreach efforts and existing communication channels. **The goal is to promote and conduct program activities equally in each of West Basin’s five (5) Divisions in the South Bay.** SBESC will track all activities utilizing an Excel spreadsheet that is separated by each West Basin Division.

Activities

A. Exhibit Events and/or Virtual Events – Due to COVID-19, there may be less physical outdoor event opportunities in fiscal year 2021-2022, however, there could be opportunities to attend or hold a greater number of virtual webinars and virtual events. Therefore, West Basin will work with the SBESC and its vendors to identify and plan for these opportunities.

- The SBESC will provide outreach for West Basin at a minimum combination of 100 exhibit events, virtual events, virtual presentations and meetings. The SBCCOG staff and volunteers will take digital photos at the events and provide them to West Basin. These photos will provide visual examples of the work conducted by the SBESC, and if opportunities exist, photos of West Basin Directors will also be taken.
  - West Basin will also work with the SBESC to develop a joint Photo / Testimonial Release Form. This will allow both partners to utilize the photos for its web sites, newsletters and other communication and social media outlets.
- The SBESC will coordinate with West Basin’s Public Information Department to obtain sufficient amounts of West Basin program literature to provide at tabling and outreach events. The SBESC will also request electronic flyers and social media ads from West Basin to use for web sites, social media platforms, virtual events and meetings.

B. Kiosks – SBESC will research cities, malls, colleges and other areas that may have kiosks or informational centers where West Basin’s programs can be promoted. SBESC will provide photos and a list of items that are contained in the Kiosk and will coordinate with West Basin to keep the materials updated. SBESC will also research other locations that may have Kiosks and provide additional promotional opportunities.
C. Media/Web/E-mail – SBESC will disseminate West Basin program information through its existing communication channels, including but not limited to, its web site, e-mail blasts, Facebook, twitter, and other social media. SBESC communications, such as its monthly newsletter, will also be utilized. The SBESC will conduct the following number of activities:

- Communicate West Basin’s Programs at a minimum of one article per SBESC e-Newsletter and also promote via 30 e-mail blasts.

D. On-Going Activities

- SBCCOG staff will provide the SBCCOG Board of Directors, City Managers, and others at the SBCCOG Committee meetings with regular updates on West Basin’s water reliability programs. (SBESC will track and document these efforts in the monthly invoicing and reporting)
- Cities - SBESC will communicate West Basin’s programs to its cities through its contacts and committees
- Chambers of Commerce – SBESC will provide West Basin’s program information, as it relates to businesses, to the South Bay Association of Chambers of Commerce and all other chambers located within West Basin’s service area, including the L.A. County unincorporated areas covered by the SBCCOG service area
- SBESC Education Center – SBESC will keep West Basin’s display up-to-date at its office/education center, with current and relevant West Basin information
- Work with West Basin staff to schedule regular training sessions for the SBESC staff and volunteers on West Basin’s water reliability programs
- Provide West Basin (Board Secretary) with a schedule of its outreach events on a weekly basis, or as updates occur (This communication will assist West Basin staff with scheduling loads and avoid event conflicts)

E. Water Bottle Filling Station Program

- Working with West Basin staff, SBESC will conduct outreach and marketing for West Basin’ Water Bottle Filling Station Program throughout the West Basin service area until grant dollars are fully expended or until West Basin reaches its maximum applicant commitment.

F. SBCCOG Outreach

- Liaison Assistance – Through this partnership agreement, West Basin may seek the assistant from the SBCCOG’s Executive Director and Deputy Executive Director to support West Basin with furthering its water reliability strategies. The SBCCOG is the Joint Power Authority in the South Bay and has fostered positive relationships with local elected officials, board members, committee members, public work directors and others. An important benefit of this partnership agreement is the ability to leverage relationships to further West Basin’s water reliability projects.
  1. If program support is required, West Basin will contact the SBCCOG’s Executive Director and Deputy Executive Director for assistance.
  2. As needed, SBESC shall assist West Basin to coordinate and schedule program and project briefings and updates to the SBCCOG Governing
Board, Steering Committee, Infrastructure Working Group, local cities and other organizations.

SBESC TASKS

- In addition to the tasks listed above, the SBESC will develop a regular and agreed upon schedule with West Basin for ordering supplies. The SBESC will coordinate with West Basin’s Conservation and Public Information Departments; and
- The SBESC will assist West Basin with scheduling presentations at the various SBCCCOG committees, when requested by West Basin.

WEST BASIN TASKS (TASK A – F)

West Basin will:

- Continue to coordinate with SBESC to ensure they have adequate supplies of West Basin’s most updated outreach and electronic materials;
- Provide topics, stories and photos for the monthly newsletter;
- Coordinate to develop a joint Photo / Testimonial Release Form;
- Provide SBESC with a schedule of its outreach events on a monthly basis, or as updates occur. This communication will keep the SBCCOG staff informed and updated on West Basin’s conservation and outreach events; and
- Provide marketing materials for West Basin’s Water Bottle Filling Station Program, and schedule a program briefing with the SBCCOG staff to discuss grant program rules, regulations, and program capacity.

2. Support of Classes, Workshops, Events and Webinars (Tasks A & B)

Due to COVID-19, there may not be as many opportunities to conduct physical classes, workshops and events, however, West Basin is exploring creative ways to add flexibility and use technology to safely implement the programs listed below. West Basin is currently coordinating and exploring opportunities to offer classes in a webinar format. West Basin will coordinate with the SBESC to utilize the various webinar platforms to offer virtual classes.

A. Educational Classes / Webinars:

The SBESC will work with West Basin staff to schedule, promote and conduct 5 physical classes or webinars. West Basin will coordinate with the SBESC staff to provide information on the selected cities, locations, and dates.

1. For the physical class, the SBESC will be responsible for contacting each site regarding the following; reserving the site, inquiring about facility fees, permits, insurance, inquiring about AV requirements, parking and restroom facilities, etc. The SBESC will also inquire about promoting at the sites potential marque sign, counter, display, etc.

2. For the webinar classes, the SBESC will work with West Basin to implement and promote the webinar. Additional assistance with hosting the webinar classes may be requested, including:

   a. Provide assistance with registration and accessing webinar link, troubleshooting, assisting webinar attendees and other tasks as
needed. The SBESC will also database the webinar attendees and provide to West Basin.

The Grass Replacement Classes are being funded by the Metropolitan Water District (MWD) and West Basin will work with MWD to schedule the classes and secure an instructor for each physical class, once the COVID-19 situation improves.

In order to hold a physical class, MWD’s minimum class size requirement is 20 people; however, SBESC cannot guarantee or be held responsible for the minimum class size. MWD has also developed a Spanish and Chinese version of the Grass Replacement Class, and these classes may be offered upon West Basin direction.

Due to COVID-19, MWD has also developed webinar versions of its Grass Replacement, California Friendly and Design Classes. West Basin will keep the SBESC updated on this effort. These classes are hosted by MWD and West Basin may seek the assistance of the SBCCOG to promote them.

All informational documents related to events/activities that SBESC is responsible for supporting (such as flyers) will be reviewed by SBESC prior to distribution to help ensure accuracy and consistency in deployment between the organizations.

**SBESC TASKS**

**Physical Classes**
- Work with the West Basin staff and the various facilities to schedule the physical classes. The SBESC will coordinate and obtain approval from the various sites to hold the classes.
- Inquire about any site permit, application, and insurance requirements and bring them to the West Basin’s attention.
- Promote every class, workshop, and webinar via all SBESC communication channels;
- Reach out to city contacts, libraries, etc., and request that they promote on their web site, social media, advertisement boards, announcements, newsletters and inquire about e-blasts to listserv opportunities.
- The SBESC will track and document the various marketing activities conducted by its staff and, to the best of its ability, conducted by the local cities and organizations with which it coordinates and provide the information as part of the monthly reporting.
- Strive for an attendance of 20-50 participants per class or webinar and take class reservations by phone and online reservation system.
- Provide residents with reminder emails and also request that residents confirm their attendance to classes, workshops, webinars and rain barrel events.
- For the physical class, attend each class in the SBCCOG’s geographical area and provide the following:
  - One (1) SBCCOG employee and one volunteer;
  - Appropriate snacks and quantities for each class; and
  - Utilize “green” and recyclable products and try to eliminate the use of packaging, Styrofoam, and non-recyclable plastics.
- Conduct sign-in registration on day of each class and workshop and provide West Basin with a copy of the sign-in sheet for events within the South Bay territory.
• Database the registrants and provide West Basin with the digital spreadsheet.

Virtual Classes

For the virtual classes, and where appropriate, the SBESC staff will deploy many of the same tasks listed above including:
• Coordinate with West Basin on scheduling, targeting, marketing and implementing virtual classes and webinars.

Note:  For the physical classes outside of the SBCCOG service area, but within West Basin (such as Culver City, West Hollywood, Malibu, and Topanga), SBESC will provide the following services: take and database RSVPs, provide energy utility outreach materials to West Basin, send out class reminder e-mails, and assist with ordering the refreshments (but not pay outside their service area). No day of or on-site services will be provided. West Basin staff will schedule and attend the Division IV physical classes that are located outside the SBESC service territory.

For any potential virtual classes and webinars located outside the SBCCOG service area, West Basin will discuss and explore the possibility of obtain further assistance from the SBCCOG.

WEST BASIN TASKS

• Work with its Board to select cities and locations to hold classes and webinars;
• Develop and provide the SBESC with event flyer and materials no later than one month prior to event;
• Work with local water purveyors and cities to send flyers to water users and invite them to the class or webinar;
• Provide instructor for physical classes and training materials; and
• Provide webinar content and presentation materials.

B. Assist with a new Rain Barrel Home Delivery Pilot Program and/or the traditional Rain Barrel Distribution Events

The goal for fiscal year 2021-2022 is to implement a new Rain Barrel Home Delivery Pilot Program. Due to COVID-19, West Basin has not been able to implement the outdoor distribution events, therefore West Basin is seeking the SBESC’s assistance with implementing the Home Delivery Program. If conditions improve in 2021-22, West Basin may elect to provide the free one-day events, or a combination of events and home deliveries. Either way, the task budget will either the five (5) distribution events or the Home Delivery Program. A description of both programs has been provided below.

Home Delivery Pilot Program

West Basin staff is seeking to work with the South Bay Cities Council of Governments (SBCCOG) to potentially assist with administering the Change & Save Program for Fiscal Year 2021-22. This would be a task contained in the overall partnership contract. Depending on the status of COVID-19, West Basin may either continue the home delivery program in FY 2021-22, and/or revert back to the one-day rain barrel distribution events.
West Basin has estimated a cost that works within its budget and would like to work with the SBCCOG to finalize the costs.

**WEST BASIN:**
- West Basin to house the Rain Barrel Landing Page, with registration link to the SBESC
- West Basin to develop and provide marketing and social media materials to help promote the program

**SBCCOG/SBESC:**
- West Basin has estimated the following number of hours and rates that will work within its budget.
  - Provides Customer Service
  - Manages the registration page that was created in 20-2021 and maintain database
  - Coordinates deliveries with the rain barrel delivery company
  - Acquires installed photos from residents (up to 25% or 250 photos)
  - Use GIS software to document participation and analysis

**Rain Barrel Distribution Events**

If typical rain barrel events are implemented, the SBCCOG will provide the following support.

Provide a **minimum of two (2)** SBCCOG staff members and two (2) SBESC volunteers at the event to manage the registration process and other event activities. West Basin will provide the non-profit group(s) for each event. The SBESC will instruct, direct, and assign volunteers to assist with registration, traffic control, loading rain barrels and other duties.

The SBESC will work with West Basin staff to schedule and coordinate each event. West Basin will coordinate with the SBESC staff to provide the cities, locations, contacts, and the SBESC will be responsible for contacting each site regarding the following; reserving the site, inquiring about facility fees, permits, insurance, parking and restroom facilities, etc. The SBESC will also inquire about promoting at the site’s potential marque sign, counter, display, etc. West Basin staff will schedule and attend the Division IV events that are located outside of the SBCCOG’s service area.

The SBESC will conduct the following in coordination with West Basin:

**SBESC TASKS**

- Coordinate with the site staff for each event;
- Inquire about any site permit, application, and insurance requirements and bring them to West Basin’s attention.
- Take RSVPs prior to the event and send out reminder notices;
- Attend the event and handle the registration process;
- Work with West Basin’s non-profit Community-Based Organization (CBO) volunteers;
- Coordinate with the various partners and vendors;
- **Have each volunteer sign a West Basin Hold Harmless waiver form;**
- Hold a safety meeting and provide each volunteer with a safety vest;
• Assign roles and train the volunteers on the various duties at the event;
• Provide healthy snacks and refreshments for volunteers at the events;
• Sign guests in and develop a sign-in list and database to provide to West Basin;
• Track and conduct additional outreach to previous registered participants, who were unable to attend and fulfill their reservation, and provide invitations to future West Basin rain barrel distribution events; and
• Database all the registrants and identify the participants. Use the participant database to populate MWD’s required spreadsheet, provided by West Basin, and provide both spreadsheets to West Basin.

WEST BASIN TASKS

• West Basin to provide the SBESC with the future rain barrel locations and contacts;
• Work closely with the SBESC to coordinate distribution events;
• Provide the non-profit CBO volunteers for each event;
• Provide the SBESC with the Hold Harmless waiver form;
• Schedule the event dates and secure the event locations; and
• Procure the rain barrels and have them delivered to the event site.

3. Assist with Cash for Kitchens Program

West Basin staff is seeking a quote from the South Bay Cities Council of Governments to potentially assist with administering the Cash for Kitchens Program for Fiscal Year 2021-22. This task will be contained in the overall annual contract. Below are the roles and tasks for each agency. Please provide hours, staff hourly rates, mailing costs, etc. Note: Green Media will end June 30, 2021. West Basin will seek to extend the grant funded large device rebates through the FY 21-22.

WEST BASIN:
• West Basin to house the Cash for Kitchens website, with registration information login shared with SBESC
• Commercial kitchens and restaurant sites will take an online water efficiency survey and qualify for free water saving devices. Large device rebates will be available for air-cooled ice machines, connectionless steamers, and efficient dishwashers (first-come, first-served).
• West Basin will procure the pre-rinse spray valves, sink flow restrictors, program marketing materials and have them delivered to the South Bay Environmental Services Center (SBESC)
• West Basin will seek approval from MWD’s Member Agency Administered (MAA) Program to fund the kits and associated costs as well as SBESC tasks.

SBCCOG/SBESC:
• Support the Cash for Kitchens program with tasks that will:
  ▪ Provide customer service and support for sites completing the online water efficiency survey or rebate process
  ▪ Online Water Efficiency Survey:
• Guide participating sites through their existing kitchen equipment devices and identify flow rates, model type, model size utilizing the program website

  Rebate Process:
  • Provide customer service to process available rebates including; high-efficiency dishwashers, air-cooled ice machines, and connectionless food steamers
  • Provide device recommendations to eligible customers from eligible lists provided by Socalwatersmart and West Basin.
  • Call participating sites to confirm needs (i.e., lbs. of ice for ice machines and number compartments for food steamers).
  • Receive all necessary documentation to process rebate online with no issues (copy of water bill, receipt, and any signatures needed).
    o Manage the registration page and database
    o Mail out an estimated up to 100 water efficiency packages
    o Request and acquire photos of installed devices (up to 25% of 100 or 25 photos)
    o Remote and/or in person Canvassing/Outreach
      ▪ Coordinate with local entities such as cities, school boards, hospitals, Board of Supervisors, Chambers of Commerce and other organizations to identify potential kitchen facilities that would benefit from an online water efficiency survey and rebates
      ▪ Distribute updated program information and materials through a variety of channels such as targeted emails, phone calls, newsletters. In-person will be considered if conditions improve and will be discussed with SBESC team.
      ▪ Coordinate marketing efforts with city departments and representatives.
    o Use GIS software to document participation and analysis

4. Assist with Change & Save Program

Below are the roles and tasks for each agency. The SBESC will assist West Basin with implementing this program District-wide.

WEST BASIN:
• West Basin to house the Change and Save Landing Page, with registration link to the SBESC
• Residents can take a free on-line survey and qualify for a conservation kit and learn about rebates and water efficiency webinars (limited kit quantities, first-come, first-served)
• West Basin will procure the 500 kits and have them delivered to the South Bay Environmental Services Center (SBESC)
• West Basin will seek approval from MWD’s Member Agency Administered (MAA) Program to fund the kits and associated costs as well as SBESC tasks.
SBCCOG/SBESC:
- West Basin has estimated the following number of hours and rates that will work within its budget.
  - Provide Customer Service
  - Develop registration process (similar to rain barrel registration process)
  - Manage the registration page and database and provide West Basin with required database for MWD reimbursements
  - Mail out an estimated up to 500 conservation kits
  - Use GIS software to document participation and analysis
  - Request photos for installed devices (up to 25% or 125 photos)

5. Green Building Assist Program
- The SBCCOG will continue the Green Business Assist Program (GBAP) for contract year 2021-2022 building on the momentum strategies and contacts developed through the Program.
- The Program will provide business participants with a list of water measures to consider and dedicated staff support for implementation.
- Measures will include participation in direct install, rebate, incentive, pilot, and educational programs offered by the various program providers such as utility agencies.
- The Program will include outreach to the business community to support water conservation, education, and participation in rebate programs.
- Partner materials and press releases will be included in quarterly business e-newsletter.
- Partner logos will be included on program flyers, website, e-newsletter, and promotional materials.
- Program will partner with sponsors to provide targeted outreach (e.g. by industry or high usage).
- Opportunity for West Basin to co-host and speak at program events.
- Recognition of West Basin as a program partner at outreach events, including City Council and Commission meetings; and
- Name/logo on signage and invitation at any Green Business Assist Program award events.

SBESC TASKS
- Provide West Basin with list of water conservation measures that SBESC identified with participants.
- Promote West Basin programs and rebates.
- Provide the current list of businesses to West Basin and GIS plot map the businesses per West Basin Division.
- Alert West Basin of public outreach opportunities.

Additional Activities
- SBCCCOG staff will continue to use flyers and letters during various business walks.
• SBCCOG staff will post green business tips on the South Bay Environmental Services Center (SBESC) website and promote information through Facebook and Twitter.
• SBCCOG staff will exhibit at various South Bay Cities Business Expo’s and provide materials about available certification programs and GBA program at these events.
• A quarterly newsletter will be sent out to over 244 businesses enrolled in GBAP.
• Checklist of indoor and outdoor water measures are presented to businesses.

WEST BASIN TASKS

• Review and update list of conservation measures and provide resource materials.

Board Presentations

The SBESC, at the direction of West Basin staff, will provide the WBMWD Board with an interim deliverables briefing. West Basin will lead the presentations and the SBESC will provide support.

Updated Rate Chart

South Bay Cities Council of Governments
2021-2022
Below are the billing rates:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Executive Director</td>
<td>$180</td>
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<tr>
<td>Deputy Exec. Director</td>
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<tr>
<td>Sr. Project Manager</td>
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<td>ESA III</td>
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<td>ESA II</td>
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<td>ESA I</td>
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<td>Admin. Assistant</td>
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Average rate w/out Executive Staff: $79.00
Average rate with Executive Staff: $97.00
# City Attendance at Meetings

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<thead>
<tr>
<th>Monthly Meetings</th>
<th>Carson</th>
<th>El Segundo</th>
<th>Gardena</th>
<th>Hawaiian Beach</th>
<th>Hawthorne</th>
<th>Inglewood</th>
<th>Lomita</th>
<th>Manhattan Beach</th>
<th>Palos Verdes Estates</th>
<th>Rancho Palos Verdes</th>
<th>Redondo Beach</th>
<th>Rolling Hills</th>
<th>Rolling Hills Estates</th>
<th>Torrance</th>
<th>County of LA</th>
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### Cities that attended

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<tr>
<th>GIS</th>
<th>Infrastructure Working Group</th>
<th>Legislative Briefing</th>
<th>Parks and Rec</th>
<th>Planning Directors/Community Dev.</th>
<th>Transit Operators Working Group</th>
<th>Transportation Committee</th>
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*Table shows the cities that attended the meetings and the members representing them.*
TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, SBCCOG Executive Director
     Kim Fuentes, Deputy Executive Director
SUBJECT: Environmental Activities Report – April 2021

Adherence to Strategic Plan:
Goal A: Environment, Transportation, and Economic Development. Facilitate, implement, and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay.

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Energy Efficiency
Regional Energy Network (SoCalREN); CITY SUPPORT
  Contract year is January 1, 2020 - August 31, 2021

SBCCOG continues to work with cities to help them enroll in the SoCalREN. The SoCalREN team presented to the April Board meeting to explain that agencies enrolled in the SoCalREN program have access to resources including: utility use analysis, site audit, identification of projects, assistance with incentive applications, and help with project implementation.

Enrollment meetings are being planned for Gardena and Manhattan Beach in May. SBCCOG staff continues to follow up with the City of Lomita to complete enrollment.

To date the following cities are enrolled in the SoCalREN program: Carson, Hawthorne, Hermosa Beach, Redondo Beach, Rancho Palos Verdes, Rolling Hills Estates, and Torrance. School Districts enrolled include: El Segundo.

Regional Energy Network (SoCalREN): MULTIFAMILY
  Contract year is September 1, 2020 - August 31, 2021.
  Contract goals: Track, contact and outreach to local community organizations; track number of virtual events held, and number of attendees; distribute program collateral to local community organizations.

SBCCOG is working with the SoCalREN subcontractor ICF to help promote their multifamily energy efficiency program. This program provides resources to help property owners make energy efficiency improvements to their properties. Cities that own multifamily residential properties can also take advantage of this program. SBCCOG staff continues to follow up with Torrance and El Segundo which own residential properties.

Program promotions include:
  • Coordinated a program presentation at the South Bay Association of Realtors June 2\textsuperscript{nd} Resource Fair.
• Reached out to local realtor teams who showed interest in presenting the program. The goal is to secure a contact list of realtors for possible direct mailers via email and other opportunities at property owner events.
  o Presentation scheduled for May 12th to the Keller Williams LA Harbor realtor team

The Kits for Kids, another SoCalREN program implemented by ICF, focuses on providing energy efficiency education to 4th grade students through class curriculum. Teachers will be provided kits to hand out to students to complete at home. The program was recently approved by the CPUC and will be implemented next school year. ICF will be providing an overview flyer by end of April so SBCCOG can follow up with school districts. In the future, they may be accept promoting this program through other youth organizations such as YMCA, Girl Scouts, etc.

Southern California Gas Company (SoCalGas)
SBCCOG continues to work with SoCalGas on gas energy efficiency opportunities for both cities and school districts. SoCalGas 2021 rebates, incentives, and educational opportunities were promoted through the SBCCOG monthly e-newsletter and emails were sent to the school districts and commercial kitchens.

Water Conservation
West Basin Municipal Water District Programs (West Basin)
Contract year is July 1, 2020 through June 30, 2021

Task – Educational Outreach Support
  Exhibit Events
  Contract goal: 100 exhibit events, presentations, workshops, networking opportunities, etc.
  Status of goal: 107 exhibit events, presentations, workshops, networking opportunities, etc.

Staff continues to work with West Basin and community event planners to identify opportunities to provide information virtually.

Water Bottle Filling Station Program
  Contract goal: To assist with identifying locations for stations.
  Status: Public sites are eligible to install two (2) water bottle filling stations per Tax ID.

SBCCOG staff is promoting this program through social media. West Basin staff received an additional application from the City of Lawndale.

Task - Support for Workshops, Events, & Webinars
  Educational Classes
  Contract goal: 10 classes or webinars
  Status of goal: 12 completed (virtual classes); 2 class/webinars were held in April. In-person classes are on hold.

Staff continues to work with West Basin staff to hold classes via webinar or Zoom.

Rain Barrel Giveaway
  Contract goal: minimum of 5 and maximum of 6 events
  Status of goal: West Basin will be delivering rain barrels to residents and is not anticipating conducting actual in person events. SBCCOG staff is promoting the program and facilitating deliveries.
West Basin home delivery rain barrel program has begun and SBCCOG is in the process of registering participants and helping to facilitate deliveries. As of the end of March there have been 325 registrations. Delivery of the barrels is being scheduled by West Basin.

Task - Cash for Kitchens

*Contract goal*: distribute pre-rinse spray nozzles, sink flow restrictors, window clings, and program materials to 85 prior survey sites

*Status of goal*: 21 program materials packages were distributed in the month of April.

All 85 previous site surveys have received an initial correspondence and SBCCOG staff continues to follow up. In coordination with West Basin, as of the end of April, 33 pre-rinse spray valves and 147 faucet flow restrictors were distributed to 41 sites – which include the 21 sites contacted by the SBCCOG. Several cities have assisted in promoting the program by using the media kit materials provided by the SBCCOG. Cities posted information on their social media and in their monthly newsletters.

Task - Change & Save (DAC) Program

*Contract goal*: Receive, document, and track customer calls; assist customers with online survey and applying for $500 High-Efficiency Clothes Washer Rebate

*Status of goal*: 500 Completed Surveys Phase I GOAL MET– Phase II is reported below which is achievement beyond goal

- Number of calls: 18 in April
- As of April 1 22, 2021, over 274 surveys have been completed with the help of SBCCOG staff and West Basin’s consultant

SBCCOG continues outreach efforts to promote West Basin’s water saving programs. SBCCOG staff and West Basin’s consultants reached out to qualifying residents to register them for the April 22nd West Basin Earth Day Water Efficient Workshop. There were 96 RSVP’s and 28 attendees. The next workshop will be held on Thursday, May 27, 2021. The focus of this workshop is to educate residents about general water efficiency and how to qualify for the $500 rebate.

Link to SBCCOG facilitated interview with Hawthorne Cable TV on Water Efficiency: [City News (April 09, 2021 Edition) - YouTube](https://www.youtube.com/watch?v=22:54) interview begins on 22:54

Torrance Water

*Contract year is July 1, 2020 through June 30, 2021*

SBCCOG staff continues to conduct outreach, schedule appointments, and conduct water assessments.

Water Replenishment District of Southern California (WRD)

*Contract year is July 1, 2019–June 30, 2021.*

Ongoing promotion of WRD programs continues through SBCCOG’s e-newsletters and other social media channels. In addition, SBCCOG posts WRD events on the website and sends out e-blasts to increase attendance.

Sanitation Districts of LA County (LACSD)

*Contract year is July 1, 2020–June 30, 2021*

Task 1. Educational Outreach Support
Exhibit Events

Contract goal: 100 exhibit events, presentations, workshops, networking opportunities, etc.
Status of goal: 107 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of April 2021

SBCCOG staff distributed information on sanitation programs and virtual events via social media and e-blasts. The Sanitation Districts presented an update on the Clearwater Tunnel project to the SBCCOG Board on April 22.

Los Angeles Department of Water and Power (LADWP)
The 2021 contract is expected in June 2021. SBCCOG continues to follow up with LADWP staff to help expedite the contract completion. At this time, however, there is concern that this contract may not be renewed and LADWP will lose their status as a partner to the SBCCOG.

PACE
SBCCOG continues to promote PACE financing for homeowners through Ygrene. 2021 Q1 payments totaled $209.94.

CA Green Business Network (CAGBN) & South Bay Green Business Assist Program (GBAP):

CAGBN

Contract goals - City of Hawthorne: 10 certified green businesses; Status of goals: 9 certified businesses
Contract goals - City of Torrance: 10 certified green businesses; Status of goals: 9 certified businesses

SBCCOG staff continues to assist the CAGBN cities of Hawthorne and Torrance with certifying businesses and conducting outreach. During the month of April, SBCCOG staff certified four new businesses. This program is dependent on State funding, and it is unknown at this time if there will be funding to continue the program beyond May 2021.

GBAP - SBCCOG continues to provide information to local businesses on opportunities to implement sustainability programs. In addition, businesses received information on the status of our utility partners’ operations during the COVID-19 pandemic.

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (63), Lawndale (27), Hawthorne (47), Redondo Beach (16), El Segundo (15), Gardena (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 248 businesses in the program as of the end of April 2021.

Transportation
Shared Mobility Program (Contract period July 1, 2019 – June 30, 2022)

Contract goals: 85 outreach events; 36 vanpool, rideshare, telework meetings or events; 8 Marketing/Media Survey Engagements

Status of goals: 146 outreach events; 6 vanpool or rideshare meetings; 3 Survey Engagements.

Preliminary planning continues for a new series of “online” workshops for South Bay Employee Transportation Coordinators to be produced starting in fall 2021.
Metro Express Lanes (MEL) (Contract period November 15, 2020 – November 14, 2021)
Because of COVID-19 restrictions, all SBCCOG outreach events continue to be held virtually. In support of the MEL marketing goals, SBCCOG staff continued to organize and plan a virtual calendar of events for the 2021 calendar year where Metro’s MEL program materials are distributed. MEL is also promoting ongoing in SBCCOG publications.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In April

| 0- Virtual Community Event | 1 – Business Event |
| 4 - Virtual Networking Meetings | 1 – In person Community Event |
| 4 – Virtual Workshops |

For the period July 1, 2020 through March 2021:

- 16 Virtual Community Events
- 12 Virtual Business Events
- 54 Virtual Networking Meetings
- 23 Virtual Workshop
- 2 In person Community Event

Media

Top Social Media Posts & Email Marketing Campaigns (April):

<table>
<thead>
<tr>
<th>Channel</th>
<th>Post</th>
<th>Exposure</th>
<th>Engagements (clicks, shares, comments)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBCCOG Facebook</td>
<td>“Micromobility refers to small, lightweight vehicles operating at slow speeds, most often for short trips. They are human-powered or electric and zero-emission. Visit our story map and take our survey on the proposed Local Travel Network…”</td>
<td>1,700 impressions</td>
<td>196 engagements</td>
</tr>
<tr>
<td>SBCCOG Facebook</td>
<td>“Do you own a bicycle? Then you are already a micromobility user. Take our survey and learn more about how the SBCCOG’s proposed Local Travel Network could save you money on fuel and take the South Bay a step closer to zero GHG emissions…”</td>
<td>685 impressions</td>
<td>239 engagements</td>
</tr>
<tr>
<td>SBCCOG Twitter</td>
<td>“Department of Beaches and Harbors offers access mats at 3 South Bay beaches—Dockweiler State Beach, Manhattan Beach and Torrance Beach. These mats provide a firmer surface for wheelchairs &amp; other mobility aids. Learn more about it…”</td>
<td>811 impressions</td>
<td>10 engagements</td>
</tr>
<tr>
<td>Email Marketing</td>
<td>REMINDER: Tomorrow’s West Basin Firescaping Workshop: April 21, 2021</td>
<td>15,381 recipients (18% open rate)</td>
<td>6% click through rate</td>
</tr>
</tbody>
</table>

Social Media Followers – Year-Over-Year Comparison (April):

<table>
<thead>
<tr>
<th>SBCCOG</th>
<th>2020</th>
<th>2021</th>
<th>Percent Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twitter</td>
<td>242</td>
<td>322</td>
<td>33%</td>
</tr>
<tr>
<td>Facebook</td>
<td>121</td>
<td>173</td>
<td>43%</td>
</tr>
<tr>
<td>SBESC</td>
<td>2020</td>
<td>2021</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td>------</td>
<td>---</td>
</tr>
<tr>
<td>Twitter</td>
<td>555</td>
<td>568</td>
<td>2%</td>
</tr>
<tr>
<td>Facebook</td>
<td>755</td>
<td>757</td>
<td>0.03%</td>
</tr>
<tr>
<td>LinkedIn</td>
<td>133</td>
<td>145</td>
<td>9%</td>
</tr>
</tbody>
</table>

**Earned Media – TV, Print, Online**

<table>
<thead>
<tr>
<th>Outlet</th>
<th>Link</th>
<th>Headline</th>
<th>Date</th>
<th>Quality</th>
<th>Relevance</th>
<th>Sentiment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hawthorne Community Television</td>
<td><a href="https://www.youtube.com/watch?v=6HOIgWFy6xU">https://www.youtube.com/watch?v=6HOIgWFy6xU</a></td>
<td>City News – April 9, 2021 Edition</td>
<td>4/13/21</td>
<td>High</td>
<td>High</td>
<td>Positive</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Featured a segment on the Change and Save WBMWD program)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Volunteer Program**

*Status of Program*: .0 hours April 2021

Grand total as of 4/30/2021 - 20,335 (starting April 2008)

Volunteer participation remains low due to COVID-19.
South Bay Cities Council of Governments

May 10, 2021

TO:        SBCCOG Steering Committee

FROM:  Interview Panel – Christian Horvath, Olivia Valentine
          John Cruikshank

RE:        Metro South Bay Service Sector Governance Council Nominations

ADHERENCE TO THE STRATEGIC PLAN:
Goal B: Regional Advocacy. Advocate for the interests of the South Bay.

The SBCCOG opened nominations in February to fill the three year terms expiring this June for the following members: Don Szerlip; Charles Michel Deemer and Rochelle Mackabee. Seven nominations were received by the deadline. Attached for your information is the April Steering Committee memo with more information.

The interview panel met on April 29th to interview all interested candidates for the three Metro Service Council terms currently available. We had engaging conversations and appreciated the time, experience and resumes shared by all applicants.

RECOMMENDATION
While the Interview Panel believes that all candidates are qualified and can bring unique perspectives to the MSC, after a robust discussion considering a variety of factors, they came to a consensus on the following individuals:

- Don Szerlip – Redondo Beach businessman
- Richard Montgomery – Manhattan Beach City Councilmember and rider.

The committee would like to thank all applicants and encourages them each to apply again next year.
South Bay Cities Council of Governments

April 12, 2021

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Metro South Bay Service Sector Governance Council Nominations

ADHERENCE TO THE STRATEGIC PLAN:
Goal B: Regional Advocacy. Advocate for the interests of the South Bay.

The SBCCOG opened nominations in February to fill the three year terms expiring this June for the following members:

- Don Szerlip, Redondo Beach businessman – Appointed 2008
- Charles Michel Deemer, Torrance Environmental Commissioner and transit rider – Appointed 2015
- Rochelle Mackabee, resident of South Central LA and transit rider – Appointed 2020 to fill an unexpired seat.

7 nominations came in by the deadline of March 25. The 3 incumbents all re-applied. The new applicants are: Angie English, Richard Montgomery, Bob Wolfe, and Anna Yeuter.

An additional nomination was received on April 1 from Kiyana Asemanfar.

Considerations
1. The SBCCOG Board of Directors has previously stated a strong preference that transit users or those familiar with the South Bay transit services be Service Council members and in no case shall elected officials represent a majority of the Board. Since other Service Councils have elected officials on their boards, it was felt that the South Bay Service Council should include at least some elected officials in order to have the same “status” before the Metro Board as the other Service Councils. Since 2020, there have been no elected officials on the Board for the first time since the Service Council was created in 2003.

2. A mix of tenures on the Council at any given time has also served to preserve the historic or institutional memory of the Council.

3. Metro Board wants to ensure that the following are considered:
   a. How representative the candidates are in terms of the region’s race/ethnicity, ridership, and geographic diversity.
   b. The Service Councils are also used as a tool for community engagement – what networks can the candidates access to help Metro reach its constituents, particularly underserved communities?

4. Re: geography, the remaining members represent the following areas:
   Carson – Love
   Gardena – Crespo (transit operators rep)
   Manhattan Beach – Jeng (also Rolling Hills City Manager)
   Hermosa Beach - Duran
   Torrance – Mach
   LAWA – Silva
5. Re: ethnicity: the 2019 American Community Survey demographics and 2019 Metro Ridership Survey demographics for the South Bay Cities region are compared to the current membership below:

<table>
<thead>
<tr>
<th>% Region Total</th>
<th>Hispanic</th>
<th>White</th>
<th>Asian/Pac Isl</th>
<th>Black</th>
<th>Native Amer</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>South Bay Cities (SBC) Region</td>
<td>44.6%</td>
<td>21.6%</td>
<td>13%</td>
<td>17%</td>
<td>0.2%</td>
<td>3.7%</td>
</tr>
<tr>
<td>South Bay Cities Ridership</td>
<td>64%</td>
<td>5%</td>
<td>6%</td>
<td>22%</td>
<td>1%</td>
<td>3.7%</td>
</tr>
<tr>
<td>SBC Current Membership/No.</td>
<td>33% (3)</td>
<td>22% (2)</td>
<td>22% (2)</td>
<td>22% (2)</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

6. The gender makeup of the Council is six (6) men and three (3) women. This equates to 66.6% male and 33.3% female whereas Los Angeles County is 49.7% male and 50.3% female.

REMAINING MEMBERS ON THE COUNCIL
- Royle Love – Appointed 1/27/2011
  - Senior
  - Transit Rider
  - Member of community groups in Carson
  - Gardena Transit Manager representing Municipal Transit Operators
  - Manhattan Beach resident & rider
  - Civil Engineer
  - Rolling Hills City Manager
- David Mach – 6/25/20
  - Torrance Transit employee and rider
- Luis Duran – July 2017
  - Hermosa Beach resident
  - LA County land use planner
  - Rides transit daily
- Glenda Silva – July 2020
  - LAWA Employee Transportation Coordinator (someone has been on the Service Council from LAWA since 2005)

PROPOSED NEXT STEPS
Nominees have all submitted a statement and/or bio and they will all be invited to participate in a video interview at either the May Steering Committee meeting or before a sub-committee that would meet before the May Steering Committee meeting. Nominees to be recommended to Metro will be recommended by the Steering Committee to the Board of Directors at the May meeting. Their names will then be sent to Metro for approval in June and they will be seated in July.

RECOMMENDATION
Review materials and decide how to proceed.
TO: SBCCOG Steering Committee  
FROM: Jacki Bacharach  
SUBJECT: Covid-19 – Office Operations & Reopening

Adherence to Strategic Plan:  
*Goal D: Organizational Stability.* Be a high performing organization with a clear path to long-term financial health, staffing continuity, and sustained board commitment.

**STATUS**  
The South Bay Cities Council of Governments (SBCCOG) continues to follow direction from Governor Gavin Newsom’s office and implement Los Angeles County guidance related to COVID-19. Staff is also following reopening guidelines as information becomes available to help ensure a seamless opening of the office at Park Del Amo once the Emergency Order is lifted. It is important to note that while Governor Gavin Newsom is potentially planning an economic re-opening in June 2021, this action is separate from the Emergency Declaration which remains in effect. The following are updates and discussion items:

- **Building Maintenance Covid-19 Required Actions** – The office and public spaces such as bathrooms continue to be cleaned, sanitized, and disinfected by building maintenance staff Monday through Saturday in accordance with LA County Department of Public Health. This regimen includes the cleaning, sanitizing, and disinfecting of general office hard surfaces such as all desks, telephones, door knobs, floors, along with office common areas including the kitchen, tables, chairs, sink, counters, copy machine, board room desks, and chair handles.

- **SBCCOG Covid-19 Required Cleaning and Additional Safety Measures** – The SBCCOG staff continues to conduct additional cleaning, sanitizing, disinfecting, and other safety measures when in the office. *LA County Department of Health Directive* recommended and required supplies have been purchased. Masks, tissues, and hand sanitizer are available for individuals throughout the office. Social distancing floor decals and required Covid19 office signage are posted.

- **Staff** – Staff continues to primarily conduct work remotely. There are a few staff that come into the office to perform tasks. It is anticipated that once a more normal work environment resumes, the SBCCOG will continue to have a significant number of employees working remotely. Administrative staff however will be scheduled to conduct their work in the office to help ensure smooth operations of the office and meeting functions once fully opened. These positions are the Administrative Assistant and Accountant.
Office Guests and Handling of the Public – Currently, the office remains closed to the public and guests pending more information and direction from Governor Gavin Newson’s office and LA County. Mike Jenkins has also stated caution regarding reopening too soon.

Brown Act – Governor Gavin Newson’s Executive Order also relaxed aspects of the Brown Act regarding public participation and methods to facilitate public meetings during the health emergency. The SBCCOG moved to the current Zoom meeting format as a result. As the State approaches the potential June full economic re-opening, State public agency staff are working to determine public meeting requirements going forward. Currently there is no expected change to SBCCOG meeting format. SBCCOG staff continues to coordinate with California Cities who are communicating with the Governor and State Department of Health about the timing of the end of the Emergency Declaration. At this time, California Cities has not received any new information but hopes to receive at least a few weeks’ notice in order to allow public agencies adequate time to adapt accordingly.

California Cities has also been working with the Legislature on a proposal to allow local governments to keep some of the virtual aspects of the pandemic-era Brown Act changes, but the Assembly Local Government Committee staff and Chair are not open to any significant changes this year. This means that it is likely pre-pandemic Brown Act rules will be reinstated upon the end of the Emergency Declaration unless urgency legislation is passed prior to that point.

Board and Other Meetings – The Small Conference Room has the SCAG equipment that allows for virtual meetings. This room holds about 10 individuals. The Boardroom (large conference room) has the ability to host hybrid meetings with attendees both virtual and in-person. This room holds about 30 individuals. There are two large screens which can project from a laptop using a virtual tool such as zoom. To support a more seamless virtual interaction, the SBCCOG can purchase additional equipment such as microphone, camera, etc. SBCCOG staff is currently researching options and costs.

DISCUSSION
Once the Governor’s Executive Order has ended, the SBCCOG may want to consider, if permitted, using a hybrid system for Steering Committee and Board meetings where members of the public and speakers can attend via video conferencing and Board members are in person.

RECOMMENDATION
Discuss options now and direct SBCCOG Staff to investigate possibilities understanding that the issue can be revisited once more information becomes available.

Prepared by Kim Fuentes, David Leger, Chandler Sheilds, and Ghia Horton
South Bay Cities Council of Governments

May 10, 2021

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director
David Leger, Analyst

RE: Bills to Monitor and for Action – Status as of May 3, 2021

Adherence to Strategic Plan:
Goal B: Regional Advocacy. Advocate for the interests of the South Bay

<table>
<thead>
<tr>
<th>AEROSPACE</th>
<th>BROADBAND</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AB 538 (Muratsuchi)</strong></td>
<td><strong>AB 14 (Aguiar-Curry)</strong></td>
</tr>
<tr>
<td><strong>California Aerospace Commission: establishment.</strong> Would establish, within the office, the California Aerospace Commission consisting of 15 members, as specified, to serve as a central point of contact for businesses engaged in the aerospace industry and to support the health and competitiveness of this industry in California. The bill would require the commission to make recommendations on legislative and administrative action that may be necessary or helpful to maintain or improve the state’s aerospace industry and would authorize the commission to engage in various other activities in undertaking its mission and responsibilities, as specified.</td>
<td><strong>Communications: broadband services: California Advanced Services Fund.</strong> Current law establishes the State Department of Education and vests the department with specified powers and duties relating to the state’s public school system. This bill would authorize local educational agencies to report to the department their pupils’ estimated needs for computing devices and internet connectivity adequate for at-home learning. The bill would require</td>
</tr>
<tr>
<td>SUPPORT (4/29/21)</td>
<td>SUPPORT (2/25/21)</td>
</tr>
<tr>
<td>(Ltr sent 4/23/21)</td>
<td>(Ltr sent 3/8/21)</td>
</tr>
<tr>
<td>LCC POSITION: WATCH</td>
<td></td>
</tr>
<tr>
<td>4/29/21</td>
<td>4/29/21</td>
</tr>
<tr>
<td>Re-referred to Assembly Appropriations Committee</td>
<td>Re-referred to Assembly Appropriations Committee</td>
</tr>
<tr>
<td>Previously supported in prior sessions</td>
<td></td>
</tr>
<tr>
<td>Bill Number</td>
<td>Title</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>AB 34</td>
<td>Communications: Broadband for All Act of 2022.</td>
</tr>
<tr>
<td>AB 41</td>
<td>Broadband Infrastructure.</td>
</tr>
<tr>
<td>SB 4</td>
<td>Communications: California Advanced Services Fund.</td>
</tr>
</tbody>
</table>
### SB 556 (Dodd)

**Street light poles, traffic signal poles, utility poles, and support structures: attachments.** This bill would prohibit a local government or local publicly owned electric utility from unreasonably denying the leasing or licensing of its street light poles or traffic signal poles to communications service providers for the purpose of placing small wireless facilities on those poles. The bill would require that street light poles and traffic signal poles be made available for the placement of small wireless facilities under fair, reasonable, and nondiscriminatory fees, subject to specified requirements, consistent with a specified decision of the Federal Communications Commission. The bill would specify time periods for various actions relative to requests for placement of a small wireless facility by a communications service provider on a street light pole or traffic signal pole. By placing additional requirements upon local publicly owned electric utilities and local governments, the bill would impose a state-mandated local program, but the bill would provide that no reimbursement is required.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/12/21</td>
<td>Referred to Senate Appropriations Committee</td>
</tr>
<tr>
<td>4/13/21</td>
<td>Ltr sent</td>
</tr>
<tr>
<td>5/10/21</td>
<td>Hearing set</td>
</tr>
</tbody>
</table>

**POSITION:**

**OPPOSE**

### AB 78 (O'Donnell)

**San Gabriel and Lower Los Angeles Rivers & Mountains Conservancy: territory: Dominguez Channel watershed & Santa Catalina Island.** Existing law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the Natural Resources Agency and prescribes the functions and duties of the conservancy with regard to the protection, preservation, and enhancement of specified areas of the Counties of Los Angeles and Orange located along the San Gabriel River and the lower Los Angeles River and tributaries along those rivers. Existing law, for purposes of those provisions, defines “territory” to mean the territory of the conservancy that consists of those portions of the Counties of Los Angeles and Orange located within the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, and the San Gabriel Mountains, as described. This bill would additionally include the Dominguez Channel watershed and Santa Catalina Island, as described, within that territory.

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4/21</td>
<td>Ltr sent</td>
</tr>
<tr>
<td>4/28/21</td>
<td>Referred to suspense file</td>
</tr>
<tr>
<td>4/28/21</td>
<td>Previously supported in last session</td>
</tr>
</tbody>
</table>

**POSITION:**

**SUPPORT**

<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/14/20</td>
<td>Referred to suspense file</td>
</tr>
<tr>
<td>4/27/21</td>
<td>Referred to Senate Appropriations Committee</td>
</tr>
</tbody>
</table>

**LCC POSITION:**

**OPPOSE**
<table>
<thead>
<tr>
<th>Bill</th>
<th>Description</th>
<th>Support/Position</th>
<th>Date/Details</th>
</tr>
</thead>
</table>
| AB 246 | Contractors: disciplinary actions. Would authorize the Contractors' State License Board to include illegal dumping to the list of violations that constitute a cause for disciplinary action against a contractor by the Board. | SUPPORT (4/12/21)  
(Ltr sent 4/13/21)  
LCC POSITION: WATCH | 4/26/21  
In Senate, read first time. To Rules Committee for assignment |
| AB 377 | Water quality: impaired waters. Would require, by January 1, 2023, the State Water Resources Control Board and regional boards to prioritize enforcement of all water quality standard violations that are causing or contributing to an exceedance of a water quality standard in a surface water of the state. The bill would require the state board and regional boards, by January 1, 2025, to evaluate impaired state surface waters and report to the Legislature a plan to bring all water segments into attainment by January 1, 2050. The bill would require the state board and regional boards to update the report with a progress summary to the Legislature every 5 years. The bill would create the Waterway Recovery Account in the Waste Discharge Permit Fund and would make moneys in the Waterway Recovery Account available for the state board to expend, upon appropriation by the Legislature, to bring impaired water segments into attainment in accordance with the plan. | RECOMMEND OPPOSE  
LCC POSITION: OPPOSE | 4/21/21  
Re-referred to Assembly Appropriations Committee |
| SB 54  | Solid waste: disposable packaging and food ware. Would declare the intent of the Legislature to enact the Plastic Pollution Producer Responsibility Act, which would significantly reduce the amount of disposable packaging and food ware waste entering California’s waste stream, polluting oceans, littering local | SUPPORT (2/25/21)  
(Ltr sent 3/8/21) | 4/27/21  
Re-referred to Senate Appropriations Committee  
5/10/21 Hearing set |
| SB 83 (Allen) | **California Infrastructure and Economic Development Bank: Sea Level Rise Revolving Loan Program.** Would create the Sea Level Rise Revolving Loan Program within the I-Bank to provide low-interest loans to local jurisdictions for the purchase of coastal properties in their jurisdictions identified as vulnerable coastal property. Would require the California Coastal Commission, before January 1, 2023, in consultation with the California Coastal Commission, the State Lands Commission, and any other applicable state, federal, and local entities with relevant jurisdiction and expertise, to determine criteria and guidelines for the identification of vulnerable coastal properties eligible for participation in the program. Would authorize specified local jurisdictions to apply for, and be awarded, a low-interest loan under the program if the local jurisdiction develops and submits to the bank a vulnerable coastal property plan. | LCC POSITION: SUPPORT IN CONCEPT | 4/29/21 | Read 2<sup>nd</sup> time and amended. Re-referred to Senate Committee on Governance & Finance |
| SB 612 (Portantino) | **Electrical corporations and other load-serving entities: allocation of legacy resources.** Would ensure CCA customers receive fair and equal access to the benefits and resources that all customers pay for and would ensure these legacy contracts are managed in a way to maximize benefits for everyone. CCA customers continue to pay for resources (energy) procured on their behalf through the power charge indifference adjustment but receive no benefits like IOU customers. Would require CPUC recognize value of GHG-free energy in legacy contracts. Would increase transparency around how IOUs renegotiate legacy contracts. | LCC POSITION: SUPPORT | 4/13/21 | Re-referred to Senate Energy, Utilities, and Communications Committee |
| SB 617 (Wiener) | **Residential solar energy systems: permitting.** Would require every city and county to implement an online, automated permitting platform that verifies code compliance and instantaneously issues permits for a residential photovoltaic solar energy system that is no larger than 38.4 kilowatts alternating | LCC POSITION: OPPOSE | 4/19/21 | Amended and re-referred to Senate Energy, Utilities, and Communications Committee |
current nameplate rating and an energy storage system paired with a residential photovoltaic solar energy system that is no larger than 38.4 kilowatts alternating current nameplate rating, as specified. The bill would require a city or county to amend a certain ordinance to authorize a residential solar energy system and an energy storage system to use the online, automated permitting platform. The bill would require a city, county, or fire district to provide the option of remote inspections by real-time or recorded video or photo for a residential photovoltaic solar energy system and battery storage systems paired with a residential photovoltaic solar energy system permitted under these provisions.

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<tr>
<td><strong>AB 106</strong>&lt;br&gt;(Salas)</td>
<td><strong>Regions Rise Grant Program.</strong> Would state the intent of the Legislature to enact legislation that would establish the Regions Rise Grant Program in order to close the equity gap and spur economic growth.</td>
<td>LCC POSITION: OPPOSE</td>
<td>4/19/21 Referred to Assembly Appropriations Committee</td>
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<tr>
<td><strong>ACA 1</strong>&lt;br&gt;(Aguiar-Curry)</td>
<td><strong>Local government financing: affordable housing and public infrastructure: voter approval.</strong> The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.</td>
<td>MONITOR&lt;br&gt;LCC &amp; CALCOG&lt;br&gt;POSITION: WATCH</td>
<td>4/22/21 Referred to Assembly Local Government and Appropriation Committees</td>
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<td><strong>AB 339</strong> (Lee)</td>
<td>State and local government: open meetings. Would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option and an internet-based service option that provides closed captioning and translation services and requires both a call-in and an internet-based service option to be provided to the public.</td>
<td>OPPOSE (4/22/21)</td>
<td>4/19/21 Amended and re-referred to Assembly Local Government Committee</td>
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<td><strong>AB 361</strong> (Rivas)</td>
<td>Open meetings: local agencies: teleconferences. Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote. The bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, as provided, to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.</td>
<td>MONITOR</td>
<td>4/7/21 Re-referred to Assembly Committee on Local Government</td>
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<tr>
<td><strong>AB 703</strong> (Rubio, Blanca)</td>
<td>Open meetings: local agencies: teleconferences. Would remove the requirements of the act particular to teleconferencing and allow for teleconferencing subject to existing provisions regarding the posting of notice of an agenda and the ability of the public to observe the meeting and provide public comment. Would require that, in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the public may access the meeting and provide public comment if the meeting is held in a manner provided for in the Ralph M. Brown Act.</td>
<td>MONITOR</td>
<td>4/29/21 Amended and re-referred to Assembly Committee on Local Government</td>
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Meeting is otherwise posted, the local agency also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act, as provided. Would require at least a quorum of the members of the body participate in person from a singular location clearly identified on the agenda which shall be open to the public.

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<tr>
<td>AB 1053</td>
<td>City selection committees: quorum: teleconferencing.</td>
<td>Under current law, a quorum for a city selection committee requires a majority of the number of the incorporated cities within the county entitled to representation on the city selection committee. Current law requires a city selection committee meeting to be postponed or adjourned to a subsequent time and place whenever a quorum is not present at the meeting. This bill would reduce the quorum requirement to 1/3 of all member cities within the county for a meeting that was postponed to a subsequent time and place because a quorum was not present, as long as the agenda is limited to items that appeared on the immediately preceding agenda where a quorum was not established. This bill would authorize a meeting to be conducted by teleconference and electronic means.</td>
<td>SUPPORT</td>
<td>4/21/21 Amended and re-referred to Assembly Local Government Committee</td>
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<tr>
<td>AB 1195</td>
<td>Southern Los Angeles County Regional Water Agency.</td>
<td>Existing law establishes the Safe and Affordable Drinking Water Fund in the State Treasury to help water systems provide an adequate and affordable supply of safe drinking water in both the near and long terms. This bill would prohibit, once an operator of a public water system exercises water rights for the benefit of the public water system, those surface water rights or groundwater rights from being severed or otherwise separated from the public water system. Would enact the Southern Los Angeles County Human Right to Water Collaboration Act, which would require the state board to appoint a commissioner to, among other things, expend moneys from the Safe and Affordable Drinking Water Fund on behalf of the state board for eligible purposes and recipients in</td>
<td>MONITOR</td>
<td>4/29/21 Re-referred to Assembly Appropriations Committee</td>
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southern Los Angeles County, within the jurisdictional boundaries of the Water Replenishment District of Southern California and in collaboration with the communities and operators of public water systems in the region. The bill would require the commissioner, on or before December 31, 2024, to develop and submit to the state board a plan for the long-term sustainability of public water systems in southern Los Angeles County, in collaboration with a technical advisory board, which the bill would create. The bill would require the technical advisory board to be composed of an unspecified number of members, with one member appointed by the state board and the remaining members appointed by unspecified entities. Would require the commissioner, among other things, to oversee the work of the Water Replenishment District of Southern California in a specified assessment and to consult with the Los Angeles County Local Agency Formation Commission regarding effective public water system governance strategies in the region, as specified. The bill would require the commissioner to oversee the expenditure of all state funding for groundwater cleanup in the region and to oversee the operations of the Central Basin Municipal Water District in selling drinking water and recycled water to public water systems in its jurisdiction. The bill would authorize the commissioner to require the Central Basin Municipal Water District to pay for an audit directed by the commissioner.

| **AB 1251** (Muratsuchi) | **Local Public Health Orders.** This bill would require a public health order issued by the County of Los Angeles local health officer during the COVID-19 pandemic state of emergency to be based on data for each service planning area, as defined, rather than on countywide data. The bill would further require that a local public health order related to the COVID-19 pandemic include the data for each service planning area upon which the order is based. The bill would specify that these provisions remain operative until the termination of the state of emergency declared on March 4, 2020. By requiring the County of Los Angeles to prepare emergency local public health orders based on data for each | **SUPPORT**  
(4/22/21)  
(Ltr sent 4/23/21)  
LCC POSITION: WATCH | 4/13/21  
Assembly Committee on Health, hearing canceled at request of author |
service planning area, this bill would impose a state-mandated local program.

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<td><strong>HOMELESS</strong></td>
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<td><strong>AB 816</strong> <em>(Chiu)</em></td>
<td><strong>State and local agencies: homelessness plan.</strong> This bill, upon appropriation by the Legislature or upon receiving technical assistance offered by the federal Department of Housing and Urban Development (HUD), if available, would require the Homeless Coordinating and Financing Council to conduct, or contract with an entity to conduct, a statewide needs and gaps analysis to, among other things, identify state programs that provide housing or services to persons experiencing homelessness and create a financial model that will assess certain investment needs for the purpose of moving persons experiencing homelessness into permanent housing.</td>
<td>MONITOR LCC POSITION: WATCH</td>
<td>2/25/21 Assembly Committee on Housing &amp; Community Development</td>
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<td><strong>AB 1372</strong> <em>(Muratsuchi)</em></td>
<td><strong>Right to temporary shelter.</strong> Would require every city, or every county in the case of unincorporated areas, to provide every person who is homeless, as defined, with temporary shelter, mental health treatment, resources for job placement, and job training until the person obtains permanent housing if the person has actively sought temporary shelter in the jurisdiction for at least 3 consecutive days and has been unable to gain entry into all temporary shelters they sought for specified reasons. The bill would require the city or county, as applicable, to provide a rent subsidy, as specified, if it is unable to provide temporary shelter. The bill would authorize a person who is homeless to enforce the bill’s provisions by bringing a civil action.</td>
<td>MONITOR LCC POSITION: WATCH</td>
<td>3/4/21 Assembly Housing &amp; Community Development Committee, and Assembly Judiciary Committee (2-year bill)</td>
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<td><strong>HOUSING</strong></td>
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<td><strong>AB 68</strong> <em>(Salas)</em></td>
<td><strong>Department of Housing and Community Development: housing appeals committee: housing development and financing.</strong> Would revise and recast provisions related to the California Statewide Housing Plan. Would, starting with any update or revision to the plan on or after January 1, 2022, require the plan to include specified information, including, among other things, an inventory number of affordable units needed to meet the state’s</td>
<td>OPPOSE (4/12/21)</td>
<td>4/21/21 Amended and re-referred to Assembly Appropriations Committee</td>
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affordable housing needs and an identification of strategies to help individuals experiencing homelessness. Would require the department to publish and make the plan available to the public on the department’s internet website. Would require the department to develop and publish on its internet website an annual report by December 31 of each year that includes specified information regarding grant programs that are administered by the department, including the median time between the issuance of award letters and the issuance of funding, a comparison of how the median time between award letter and funding varies across department administered programs, and changes to the median time between the issuance of award letters and the issuance of funding for each program since the previous annual report. Would require the department to develop and publish on its internet website an annual report by December 31 of each year that includes specified information regarding housing element enforcement actions, including the number of housing element enforcement actions taken against cities and counties, outcomes of those enforcement actions, and the median time between the initiation of each enforcement action and its resolution.

| AB 115 (Bloom) | Planning and zoning: commercial zoning: housing development. This bill, notwithstanding any inconsistent provision of a city’s or county’s general plan, specific plan, zoning ordinance, or regulation, would require that a housing development be an authorized use on a site designated in any local agency’s zoning code or maps for commercial uses if certain conditions apply. Among these conditions, the bill would require that the housing development be subject to a recorded deed restriction requiring that at least 20% of the units have an affordable housing cost or affordable rent for lower income households, as those terms are defined, and located on a site that satisfies specified criteria. | OPPOSE (3/8/21) (Ltr sent 3/24/21) | 4/28/21 Assembly Local Government Committee, hearing canceled at request of author |
| AB 1199 (Gipson) | Homes for Families and Corporate Monopoly Transparency Excise Tax: qualified property: reporting requirements. Would require annual reports to the Secretary of State by qualified entities owning qualified properties of specified information about those properties. Would impose an annual excise tax upon a qualified property. | MONITOR | 4/6/21 Re-referred to Assembly Revenue and Taxation Committee |
qualified taxpayer, as defined, for the privilege of renting or leasing out qualified property, as defined at a rate of 25% of the gross receipts of the qualified taxpayer that are derived from rental income. Would require those funds collected be deposited into the Homes for Families Fund which the bill would create to be used for specified purposes relating to rental assistance, homelessness, affordable housing, and housing counseling services.

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<td>AB 1258 (Nguyen)</td>
<td>Housing element: regional housing need plan: judicial review. Would subject Department of Housing and Community Development final regional housing need plan allocation determinations to judicial review in an action brought by the council of governments. Would also subject the final regional housing need plan adopted by the council of governments or the department, as the case may be, to judicial review.</td>
<td>RECOMMEND SUPPORT</td>
<td>3/23/21 Re-referred to Assembly Housing and Community Development Committee</td>
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<td>AB 1295 (Muratsuchi)</td>
<td>Residential development agreements: very high fire risk areas. This bill, beginning on or after January 1, 2022, would prohibit the legislative body of a city or county from entering into a residential development agreement for property located in a very high fire risk area. The bill would define “very high fire risk area” for these purposes to mean a very high fire hazard severity zone designated by a local agency or a fire hazard severity zone classified by the director.</td>
<td>MONITOR</td>
<td>3/4/21 Assembly Local Government Committee, and Assembly Housing &amp; Community Development Committee</td>
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<td>AB 1401 (Friedman)</td>
<td>Residential and commercial development: parking requirements. Would prohibit a local government from imposing a minimum parking requirement, or enforcing a minimum parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within one-half mile walking distance of public transit, as defined, or located within a low-vehicle miles traveled area, as defined. When a project provides parking voluntarily, nothing in this section shall preclude a local government from imposing requirements on that voluntary parking to require spaces for car share vehicles. Would not preclude any requirement imposed on a new multifamily or nonresidential development to provide EV parking spaces or those that are accessible by persons with disabilities.</td>
<td>OPPOSE (4/22/21) (Ltr sent 4/26/21)</td>
<td>4/20/21 Re-referred to Senate Committee on Housing and Community Development</td>
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| **ACA 7** *(Muratsuchi)* | **Local government: police power: municipal affairs: land use and zoning.** Would provide that a county or city ordinance or regulation enacted under the police power that regulates the zoning or use of land within the boundaries of the county or city would prevail over conflicting general laws, with specified exceptions. The measure, in the event of the conflict with a state statute, would also specify that a city charter provision, or an ordinance or regulation adopted pursuant to a city charter, that regulates the zoning or use of land within the boundaries of the city is deemed to address a municipal affair and prevails over a conflicting state statute, except that the measure would provide that a court may determine that a city charter provision, ordinance, or regulation addresses either a matter of statewide concern or a municipal affair if it conflicts with specified state statutes. The measure would make findings in this regard and provide that its provisions are severable. | SUPPORT *(4/22/21)*  
*(Ltr sent 4/23/21)* | 3/17/21 from printer |
| **SB 6** *(Caballero)* | **Local planning: housing: commercial zones.** This bill, the Neighborhood Homes Act, would deem a housing development project, as defined, an allowable use on a neighborhood lot, which is defined as a parcel within an office or retail commercial zone that is not adjacent to an industrial use. The bill would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction. | MONITOR  
LCC POSITION: WATCH | 4/29/21  
Re-referred to Senate Appropriations Committee |
| **SB 9** *(Atkins)* | **Housing development: approvals.** Would require a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, but not limited to, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing | OPPOSE *(2/25/21)*  
(Ltr re-sent 4/15/21)  
LCC POSITION: OPPOSE | 4/27/21  
Re-referred to Senate Appropriations Committee  
5/10/21 hearing set |
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<td>SB 10 (Wiener)</td>
<td>Planning and zoning: housing development: density. Would, notwithstanding any local restrictions on adopting zoning ordinances, authorize a local government to pass an ordinance to zone any parcel for up to 10 units of residential density per parcel, at a height specified in the ordinance, if the parcel is located in a transit-rich area, a jobs-rich area, or an urban infill site, as those terms are defined. In this regard, the bill would require the Department of Housing and Community Development, in consultation with the Office of Planning and Research, to determine jobs-rich areas and publish a map of those areas every 5 years, commencing January 1, 2022, based on specified criteria. The bill would specify that an ordinance adopted under these provisions is not a project for purposes of the California Environmental Quality Act. The bill would prohibit a residential or mixed-use residential project consisting of 10 or more units that is located on a parcel rezoned pursuant to these provisions from being approved ministerially or by right.</td>
<td>OPPOSE (3/8/21) (Ltr sent 3/24/21) LCC POSITION: WATCH</td>
<td>4/27/21 Re-referred to Senate Appropriations Committee 5/10/21 hearing set</td>
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<td>SB 15 (Portantino)</td>
<td>Housing development: incentives: rezoning of idle retail sites. This bill, upon appropriation by the Legislature in the annual Budget Act or other statute, would require the Department of Housing and Community Development to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of workforce housing.</td>
<td>SUPPORT (2/25/21) (Ltr sent 3/8/21) LCC POSITION: WATCH</td>
<td>4/5/21 Placed on Sen. Appropriations suspense file</td>
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| **SB 55**  
(Stern) | **Very high fire hazard severity zones: state responsibility area: development prohibition: supplemental height and density bonuses.** Would, in furtherance of specified state housing production and wildfire mitigation goals, prohibit the creation or approval of a new development, as defined, in a very high fire hazard severity zone or a state responsibility area. By imposing new duties on local governments with respect to the approval of new developments in very high fire hazard severity zones and state responsibility areas, this bill would impose a state-mandated local program. A local government shall not condition the submission, review, or approval of an application on the preparation of an additional report or study that is not otherwise required by state law. Does not prohibit a local government from requiring an applicant to provide reasonable documentation to establish eligibility for a requested density bonus, incentives or concessions, waivers or reductions of development standards, and parking ratios. Would require local governments adopt procedures and timelines for the expeditious processing a density bonus application. | **MONITOR**  
LCC POSITION: **WATCH**  
4/15/21 Testimony taken at Senate Governance & Finance Committee, further hearing to be set |
| **SB 476**  
(Min) | **California Financing Law: program administrators.** Would additionally prohibit a program administrator from executing an assessment contract, commencing work under a home improvement contract that is financed by that assessment contract, or executing the home improvement contract unless, except as specified, the property that will be subject to the assessment contract has undergone an energy audit by an energy auditor, as certified by the Building Performance Institute or equivalent certifying entity, that includes certain information in a written report provided to the property owner as a printed paper copy. | **MONITOR**  
LCC POSITION: **WATCH**  
4/22/21 Re-referred to Senate Appropriations Committee  
5/10/21 hearing set |
| **SB 679**  
(Kamlager) | **Los Angeles County: affordable housing.** This bill, the Los Angeles County Regional Housing Finance Act, would establish the Los Angeles County Affordable Housing Solutions Agency and would state that the agency's purpose is to increase affordable housing in Los Angeles County by providing for significantly enhanced funding and technical assistance at a regional level for renter protections, affordable housing | **MONITOR**  
LCC POSITION: **WATCH**  
4/26/21 Re-referred to Senate Appropriations Committee  
5/10/21 hearing set |
preservation, and new affordable housing production, as specified. The bill would require a board composed of 13 voting members from Los Angeles County, as specified, to govern the agency.

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<td>SB 765 (Stern)</td>
<td><strong>Accessory Dwelling units: setbacks</strong> Would address issues under the ADU bill passed last session that stated side and rear setbacks are only 4 feet. This bill would allow each jurisdiction to set their own setback requirements while preserving the right for ADUs.</td>
<td>SUPPORT (4/12/21) &lt;br&gt; (Ltr sent 4/13/21)</td>
<td>SUPPORT</td>
<td>4/15/21 Senate Committee on Housing and Committee on Governance &amp; Finance testimony taken, further hearing to be set</td>
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<td>SB 809 (Allen)</td>
<td><strong>Regional housing trusts.</strong> The Joint Exercise of Powers Act authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Current law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. This bill would state the intent of the Legislature to enact legislation that would require all local governments to participate in a regional housing trust fund.</td>
<td>SUPPORT (3/8/21) &lt;br&gt; (Ltr sent 3/24/21)</td>
<td>SUPPORT</td>
<td>3/18/21 Re-referred to Senate Committee on Housing and Committee on Governance &amp; Finance</td>
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**TRANSPORTATION**

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<td>AB 1147 (Friedman)</td>
<td><strong>Regional transportation plan: Active Transportation Program.</strong> Would require the Strategic Growth Council convene key state agencies, MPOs, and local governments to assist in completing a report on the overview of the California Transportation Plan. Would require that the report be completed by January 1, 2023, and additionally assess barriers to the achievement of, and recommend actions at the state, regional, and local level to achieve, state and regional greenhouse gas emissions reduction targets related to the California Transportation Plan and all sustainable communities strategies and alternative planning strategies.</td>
<td>MONITOR</td>
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<td>4/14/21 Re-referred to Assembly Appropriations Committee</td>
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<td>SB 44 (Allen)</td>
<td><strong>California Environmental Quality Act: streamlined judicial review: environmental leadership transit projects.</strong> Would establish specified procedures for the administrative and judicial</td>
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<td>4/27/21 Re-referred to</td>
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<td>SB 261</td>
<td>Regional Transportation plans: sustainable communities.</td>
<td>Would require that the sustainable communities strategy be developed to additionally achieve greenhouse gas emission reduction targets for the automobile and light truck sector for 2045 and 2050 and vehicle miles traveled reduction targets for 2035, 2045, and 2050 established by CARB, and would make the regions and cities more accountable for hitting those targets.</td>
<td>LCC</td>
<td>5/3/21 Hearing set</td>
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<tr>
<td>AB 1138</td>
<td>Unlawful cannabis activity: enforcement.</td>
<td>Would impose a civil penalty on persons aiding and abetting unlicensed commercial cannabis activity of up to $30,000 for each violation. The bill would prohibit filing an action for civil penalties brought against a person pursuant to MAUCRSA 3 years after the first date of discovery of the violation by a licensing authority or a participating agency, whichever is earlier or earliest.</td>
<td>LCC</td>
<td>4/19/21 Re-referred to Assembly Appropriations Committee</td>
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<td>AB 1435</td>
<td>Noncannabis cannabinoids.</td>
<td>Would impose testing and labeling requirements on products that are, or contain, one or more psychoactive or nonpsychoactive cannabinoids that are derived from a plant that is not cannabis, referred to as noncannabis cannabinoids or NCCs. The bill would require the State Department of Public Health to review each noncannabis</td>
<td>LCC</td>
<td>3/11/21 Assembly Revenue &amp; Taxation Committee and Business &amp; Professions Committee</td>
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</table>
cannabinoid in use in products for sale in the state to determine whether the NCC is psychoactive and to determine the safety and efficacy of the substance. The bill would require the department to publish a list that categorizes NCCs as approved psychoactive, approved, nonpsychoactive, or not approved, as specified.

| SB 235 (Allen) | **Industrial hemp products.** Would require a manufacturer of dietary supplements and food that includes industrial hemp to be able to demonstrate that all parts of the plant used come from a state or country that has an established and approved industrial hemp program, as defined, that inspects or regulates hemp under a food safety program or equivalent criteria to ensure safety for human or animal consumption and that the industrial hemp cultivator or grower is in good standing and compliance with the governing laws of the state or country of origin. | OPPOSE UNLESS AMENDED (Ltr sent 3/24/21) | 4/15/21 Re-referred to Senate Appropriations Committee 5/10/21 hearing set |

<table>
<thead>
<tr>
<th><strong>FEDERAL</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HR 2307 (Deutsch)</strong></td>
</tr>
<tr>
<td><strong>HR 1019 (Panetta)</strong></td>
</tr>
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</table>
### State Legislative Calendar

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 5</td>
<td>Legislature reconvenes</td>
</tr>
<tr>
<td>April 30</td>
<td>Last day for policy committee to meet and report to fiscal committees fiscal bills introduced in their house</td>
</tr>
<tr>
<td>May 7</td>
<td>Last day for policy committees to meet and report to the floor non-fiscal bills introduced in their house</td>
</tr>
<tr>
<td>May 14</td>
<td>Last day for policy committee to meet prior to June 7</td>
</tr>
<tr>
<td>May 2</td>
<td>Last day for fiscal committees to meet and report to the floor bills introduced in their house. Last day for fiscal committees to meet and report to the floor bills introduced in their house.</td>
</tr>
<tr>
<td>June 4</td>
<td>Last day for each house to pass bills introduced in that house.</td>
</tr>
<tr>
<td>June 7</td>
<td>Committee meetings may resume</td>
</tr>
<tr>
<td>June 15</td>
<td>Budget Bill must be passed by midnight</td>
</tr>
<tr>
<td>July 14</td>
<td>Last day for policy committees to meet and report bills</td>
</tr>
<tr>
<td>July 16</td>
<td>Summer Recess begins upon adjournment, provided Budget Bill has been passed</td>
</tr>
<tr>
<td>Aug. 16</td>
<td>Legislature reconvenes from Summer Recess</td>
</tr>
<tr>
<td>Aug. 27</td>
<td>Last day for fiscal committees to meet and report bills</td>
</tr>
<tr>
<td>Aug. 30-Sept. 10</td>
<td>Floor session only. No committee may meet for any purpose except Rules Committee, bills referred pursuant to A.R. 77.2, and Conference Committees</td>
</tr>
<tr>
<td>Sept. 3</td>
<td>Last day to amend bills on the floor</td>
</tr>
<tr>
<td>Sept. 10</td>
<td>Last day for any bill to be passed. Interim Recess begins upon adjournment</td>
</tr>
<tr>
<td>Oct. 10</td>
<td>Last day for Governor to sign or veto bills passed by the Legislature before Sept. 10 and in the Governor's possession by Sept. 10</td>
</tr>
<tr>
<td>Legislator</td>
<td>Confirmed Meeting Date</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td><strong>Asm. Autumn Burke</strong></td>
<td>Tuesday 5/4 @10:00am w/Assemblymember</td>
</tr>
<tr>
<td><strong>Senator Ben Allen</strong></td>
<td>Working to confirm, week of 5/10</td>
</tr>
<tr>
<td><strong>Asm. Al Muratsuchi</strong></td>
<td>L/M 4/20</td>
</tr>
<tr>
<td><strong>Asm. Jesse Gabriel</strong></td>
<td>L/M 4/20</td>
</tr>
<tr>
<td><strong>Sen. Pat Bates</strong></td>
<td>L/M 4/20</td>
</tr>
<tr>
<td><strong>MEETINGS ALREADY HELD</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Asm. O'Donnell</strong></td>
<td>Tuesday 4/27 @1:30pm w/Assemblymember</td>
</tr>
<tr>
<td><strong>Sen. Portantino</strong></td>
<td>Friday 4/30 @1:00pm w/Senator (must stop after around 20min to leave for another meeting)</td>
</tr>
<tr>
<td><strong>Sen. David Cortese</strong></td>
<td>Friday 4/30 @2:00pm w/Ryan Mickle (housing policy staff member)</td>
</tr>
<tr>
<td><strong>Sen. Kamlager</strong></td>
<td>Friday 4/30 @2:00pm w/Senator</td>
</tr>
<tr>
<td><strong>Asm. Mike Gipson</strong></td>
<td>Monday 5/3 @3:00pm w/Jordan Panana Carbajal (legislative staff member)</td>
</tr>
<tr>
<td><strong>NO SHOW</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Sen. Tom Umberg</strong></td>
<td>Monday 5/3 @2:00pm w/ Jonathan Davis (housing policy staff member)</td>
</tr>
</tbody>
</table>
DRAFT AGENDA

I. CALL TO ORDER (6:00 PM)
Olivia Valentine, Chair

II. VERIFY QUORUM

III. CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK

IV. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

V. COMMENTS FROM THE PUBLIC (6:05 pm)

VI. CONSENT CALENDAR (6:10 pm)
Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. They have all been reviewed by the Steering Committee which recommended the action indicated. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.

A. April Board Meeting Minutes (attachments) – Approve

B. West Basin Municipal Scope of Work for FY 21-22 (attachment) – Approve scope of work and direct staff to execute the contract

C. South Bay Fiber Network Work Order #3 (attachment) - Approve
   1. Change order to Work Order #3

D. Metro Service Council Appointment Recommendations to Metro (attachment) – Approve

E. Legislative Matrix with bills of interest (attachment) – Approve
   1. Support –
   2. Oppose

F. Monthly Reports – Receive and File
   1. South Bay Environmental Services Center Report (attachment)
   2. Transportation Report (attachment)
   3. City Attendance at SBCCOG meetings (attachment)
   4. Reports from Outside Agencies (attachments for each at end of the agenda)
      A. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
      B. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley)
C. SCAG Energy and Environment Committee & California Association of Councils of Governments - CALCOG (Britt Huff)
D. Metro Service Council & Ridership Report (Don Szerlip)

VII. PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)
   A. West Harbor Presentation (6:10 pm)
      1.
   B. Work Program (6:40 pm)
      1.
   C. 2021-2022 Budget Review (attachments) (6:55 pm)
      1. Brooke Heri

VIII. TRANSPORTATION REPORTS (7:15 pm)
   A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz
   B. Transportation Committee report – Christian Horvath
      1. Measure M Metro Budget Request Amendment (attachment) – Approve

IX. SBCCOG PROGRAM ACTION ITEMS, REPORTS & UPDATES (7:25 pm)
   A. Research re: more local control re: health regulations
      a. Service Planning Area 8 Update – Nancy Rodriguez, LA County Dept. of Public Health
   B. Nominating Committee report (attachment) – Open Nominations
   C. Legislative Visits
   D. Local Travel Network
   E. South Bay Fiber Network
   F. Senior Services
   G. Homeless Services
   H. Telework Workshop

X. AGENCY REPORTS (7:55 pm)
   NOTE: Oral reports will only be made to clarify or amplify written attachments
   No Attachments received for the following:
   A. SCAG Committees
      1. Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
      2. Transportation (James Gazeley)
   B. Air Quality Management District (Joe Buscaino & Denny Shaw)
   C. KHHR (Hawthorne Airport) Communities Network Committee (Olivia Valentine)
   D. South Bay Workforce Investment Board (Chris Cagle)
   E. South Bay Association of Chambers of Commerce (Olivia Valentine)
   F. Santa Monica Bay Restoration Commission (Bill Brand/Eric Alegria)
   G. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

Next Board meeting - Thursday, June 24, 2021
PROPOSED BUDGET

FISCAL YEAR 2021-2022

May 10, 2021
SBCCOG
ORGANIZATIONAL STRUCTURE
PROPOSED BUDGET
FISCAL YEAR 2021-2022

Board of Directors

Executive Director

Legal Counsel

Deputy Executive Director

Transportation Director

Research Director

Administration
Agenda Preparation
City Staff & Elected Officials Training
Dominguez Channel CIMP
Finance
Information Technology
Member Networking and Communications
Regional Advocacy

Transportation, Environmental Outreach & Implementation Programs
Transportation Improvement Programs
Alternative Fuel Vehicle Studies
Local Travel Network
IT Applications
Measure M Program Development
Measure R Highway Program
South Bay Rail Development Program
South Bay Transit Programs
Sustainability / CAP/ Adaptation
Transportation Demand Management Programs
South Bay Environmental Services Center
Energy Efficiency Programs
Green Business
Pest Management
Renewables
Waste Reduction Programs
Water Conservation, Quality, & Supply Programs

Special Services
General Assembly
Homeless Services
Metro Deputy
Senior Services
South Bay Fiber (Broadband Network)

Goal A: Environment, Transportation and Economic Development
Goal B: Regional Advocacy
Goal C: Member Networking and Communications
Goal D: Organizational Stability

5/3/2021 12:01 PM
## BUDGET SUMMARY

### PROPOSED BUDGET

**FISCAL YEAR 2021-2022**

<table>
<thead>
<tr>
<th></th>
<th>ACTUAL FY 19-20</th>
<th>ADOPTED BUDGET FY 20-21</th>
<th>MID-YEAR BUDGET FY 20-21</th>
<th>YTD AS OF 03/31/21</th>
<th>PROPOSED BUDGET FY 21-22</th>
<th>INCREASE (DECREASE) AMOUNT</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ESTIMATED REVENUES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues</td>
<td>$ 392,499</td>
<td>$ 392,500</td>
<td>$ 392,500</td>
<td>$ 392,499</td>
<td>$ 392,500</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Other General Fund Revenues</td>
<td>303,427</td>
<td>246,088</td>
<td>232,113</td>
<td>151,731</td>
<td>223,588</td>
<td>(8,525)</td>
<td>-3.67%</td>
</tr>
<tr>
<td>Grant Revenues</td>
<td>4,804,998</td>
<td>5,881,087</td>
<td>3,832,645</td>
<td>2,530,585</td>
<td>3,346,420</td>
<td>(486,225)</td>
<td>-12.69%</td>
</tr>
<tr>
<td>Special Assessment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>110,500</td>
<td>110,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 5,500,924</td>
<td>$ 6,519,675</td>
<td>$ 4,457,258</td>
<td>$ 3,074,815</td>
<td>$ 4,073,008</td>
<td>$(384,250)</td>
<td>-8.62%</td>
</tr>
</tbody>
</table>

| **EXPENDITURES:** |                |                          |                          |                   |                          |                           |         |
| Salaries & Benefits      | $ 639,481      | $ 922,014                | $ 866,797                | $ 608,735         | $ 1,040,621             | $ 173,824                 | 20.05%  |
| Professional/Contractual | 4,451,321      | 4,733,070                | 2,871,593                | 1,939,980         | 2,397,289               | (474,304)                 | -16.52% |
| Supplies & Services      | 244,620        | 634,131                  | 573,188                  | 221,265           | 886,297                 | 313,109                   | 54.63%  |
| **Sub Total Expenditures** | $ 5,335,422   | $ 6,289,215              | $ 4,311,578              | $ 2,769,980       | $ 4,324,207             | $(12,629)                 | 0.29%   |
| Moving Expenses           | 61,338.00      | 42,226                   | 42,226                   | 8,329             | 10,000                  | (32,226)                  | -76.32% |
| Website Redesign         | 100,000        | 90,000                   | 19,704                   | 20,859            |                        | (9,914)                   | -76.82% |
| **Total Expenditures**   | $ 5,396,760    | $ 6,431,441              | $ 4,443,804              | $ 2,798,012       | $ 4,355,066             | $(88,738)                 | -2.00%  |
| Estimated Balance (Deficit) | $ 104,164      | $ 88,234                 | $ 13,454                 | $ 276,803         | (282,057)               | $(295,511)                | -2196.46% |

### RESERVES:

<table>
<thead>
<tr>
<th>Contributions to Reserve:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to FY15-16</td>
<td>$ 53,372</td>
</tr>
<tr>
<td>FY 15-16 Plus Interest Earnings</td>
<td>20,192</td>
</tr>
<tr>
<td>FY 16-17 Plus Interest Earnings</td>
<td>20,349</td>
</tr>
<tr>
<td>FY 17-18 Plus Interest Earnings</td>
<td>20,939</td>
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<tr>
<td>FY 18-19 Plus Interest Earnings</td>
<td>22,297</td>
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<tr>
<td>FY 19-20 Plus interest Earnings</td>
<td>22,743</td>
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<tr>
<td>FY 20-21 Reserve</td>
<td>90,000</td>
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<tr>
<td>FY 21-22 Reserve</td>
<td>38,777</td>
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</table>

<table>
<thead>
<tr>
<th>Potential Grant Revenue for 2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>CalTrans 160,000</td>
</tr>
<tr>
<td>Energy Efficiency Pilot 50,000</td>
</tr>
<tr>
<td>SCAG-REAP Project 50,000</td>
</tr>
<tr>
<td>260,000</td>
</tr>
</tbody>
</table>
SBCCOG
ESTIMATED REVENUES / EXPENDITURES CHARTS
PROPOSED BUDGET
FISCAL YEAR 2021-2022

ESTIMATED REVENUES FY 2021-2022: $4,073,008

$392,500 , 10%

110,500 , 3%

223,588 , 5%

3,346,420 , 82%

Dues  Other General Fund Revenues  Grant Revenues  Special Assessment

ESTIMATED EXPENDITURES FY 2021-2022: $4,355,066

$1,040,621 , 24%

886,297 , 21%

2,397,289 , 55%

Salaries & Benefits  Professional/Contractual  Supplies & Services
# SBCCOG
## ESTIMATED REVENUE DETAILS
### PROPOSED BUDGET
#### FISCAL YEAR 2021-2022

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dues</td>
<td>4020</td>
<td>$392,499</td>
<td>$392,500</td>
<td>$392,500</td>
<td>$392,499</td>
<td>$392,500</td>
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<td>General Assembly Sponsorship</td>
<td>4050</td>
<td>66,750</td>
<td>40,000</td>
<td>40,000</td>
<td>45,750</td>
<td>40,000</td>
</tr>
<tr>
<td>Holiday Light Exchange</td>
<td>4055</td>
<td>1,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Training</td>
<td>4060</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>MTA South Bay Deputy</td>
<td>4070</td>
<td>102,271</td>
<td>106,288</td>
<td>102,270</td>
<td>77,161</td>
<td>106,288</td>
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<tr>
<td>Interest Income</td>
<td>4090</td>
<td>63,318</td>
<td>30,000</td>
<td>20,000</td>
<td>16,777</td>
<td>12,000</td>
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<tr>
<td>Green Business Assist Program</td>
<td>4125</td>
<td>12,000</td>
<td>12,000</td>
<td>12,000</td>
<td>12,000</td>
<td>7,500</td>
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<tr>
<td>Reimbursable Expense</td>
<td>4190</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>CIMP Dominguez Channel Admin Fee</td>
<td>4810</td>
<td>57,800</td>
<td>57,800</td>
<td>57,800</td>
<td>-</td>
<td>57,800</td>
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<tr>
<td>Miscellaneous Revenue</td>
<td>4999</td>
<td>288</td>
<td>-</td>
<td>43</td>
<td>43</td>
<td>(43)</td>
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<tr>
<td><strong>Sub-total General Fund Revenues</strong></td>
<td></td>
<td><strong>$695,926</strong></td>
<td><strong>$638,588</strong></td>
<td><strong>$624,613</strong></td>
<td><strong>$544,230</strong></td>
<td><strong>$616,088</strong></td>
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<tr>
<td>GBN - Hawthorne</td>
<td>4126</td>
<td>20,000</td>
<td>20,000</td>
<td>19,194</td>
<td>9,198</td>
<td>-</td>
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<tr>
<td>GBN - Torrance</td>
<td>4127</td>
<td>24,500</td>
<td>20,000</td>
<td>21,850</td>
<td>8,675</td>
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<tr>
<td>SCG-DWP Outreach</td>
<td>4512</td>
<td>40,000</td>
<td>40,000</td>
<td>20,000</td>
<td>-</td>
<td>40,000</td>
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<tr>
<td>SCG Contract</td>
<td>4513</td>
<td>39,979</td>
<td>50,000</td>
<td>98,000</td>
<td>71,057</td>
<td>44,000</td>
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<td>WBWMD Contract</td>
<td>4520</td>
<td>155,006</td>
<td>174,980</td>
<td>174,980</td>
<td>110,049</td>
<td>185,204</td>
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<td>Sanitation District</td>
<td>4525</td>
<td>49,000</td>
<td>49,000</td>
<td>49,000</td>
<td>36,750</td>
<td>49,000</td>
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<tr>
<td>Torrance Water</td>
<td>4540</td>
<td>29,000</td>
<td>29,000</td>
<td>29,000</td>
<td>21,750</td>
<td>29,000</td>
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<tr>
<td>CalTrans LTN</td>
<td>4544</td>
<td>235,616</td>
<td>103,657</td>
<td>93,104</td>
<td>98,103</td>
<td>-</td>
</tr>
<tr>
<td>Metro Vanpool / Shared Mobility</td>
<td>4545</td>
<td>50,000</td>
<td>50,000</td>
<td>50,000</td>
<td>37,145</td>
<td>50,000</td>
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<tr>
<td>Metro Express Lane</td>
<td>4546</td>
<td>34,000</td>
<td>48,000</td>
<td>48,000</td>
<td>36,000</td>
<td>48,000</td>
</tr>
<tr>
<td>Measure R</td>
<td>4570</td>
<td>129,287</td>
<td>88,000</td>
<td>39,110</td>
<td>31,464</td>
<td>24,450</td>
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<tr>
<td>PACE (HERO, Ygrene)</td>
<td>4580</td>
<td>1,116</td>
<td>1,100</td>
<td>1,050</td>
<td>901</td>
<td>600</td>
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<tr>
<td>Integrated Pest Management</td>
<td>4589</td>
<td>2,120</td>
<td>2,300</td>
<td>2,750</td>
<td>2,750</td>
<td>5,500</td>
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<tr>
<td>Energy Coalition (REN)</td>
<td>4592</td>
<td>19,244</td>
<td>100,000</td>
<td>100,000</td>
<td>48,786</td>
<td>180,844</td>
</tr>
<tr>
<td>ICF Resources (REN)</td>
<td>4593</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Homeless (PATH)</td>
<td>4600</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>18,750</td>
<td>25,000</td>
</tr>
<tr>
<td>Homeless - LA County</td>
<td>4601</td>
<td>44,756</td>
<td>79,000</td>
<td>134,922</td>
<td>125,214</td>
<td>79,000</td>
</tr>
<tr>
<td>Homeless - LA County- Innovation Fund</td>
<td>4602</td>
<td>-</td>
<td>739,685</td>
<td>564,685</td>
<td>140,229</td>
<td>403,868</td>
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<tr>
<td>Homeless - LA County- Project Funds</td>
<td>4603</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>635,000</td>
</tr>
<tr>
<td>Water Replenishment District</td>
<td>4610</td>
<td>50,000</td>
<td>50,000</td>
<td>60,000</td>
<td>45,000</td>
<td>60,000</td>
</tr>
<tr>
<td>Measure M</td>
<td>4611</td>
<td>53,742</td>
<td>60,000</td>
<td>50,000</td>
<td>24,037</td>
<td>26,400</td>
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<tr>
<td>South Bay Fiber Network (SBFN)</td>
<td>4612</td>
<td>3,591,330</td>
<td>4,101,365</td>
<td>2,187,000</td>
<td>1,619,039</td>
<td>1,350,144</td>
</tr>
<tr>
<td>Fiber - State of CA</td>
<td>4613</td>
<td>5,984</td>
<td>50,000</td>
<td>20,000</td>
<td>12,555</td>
<td>75,000</td>
</tr>
<tr>
<td>SCAG REAP Administration</td>
<td>4011</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
</tr>
<tr>
<td><strong>Sub-total Grant Revenues</strong></td>
<td></td>
<td><strong>$4,804,998</strong></td>
<td><strong>$5,881,087</strong></td>
<td><strong>$3,832,645</strong></td>
<td><strong>$2,530,585</strong></td>
<td><strong>$3,346,420</strong></td>
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<tr>
<td>Special Assessment</td>
<td>4026</td>
<td>-</td>
<td>-</td>
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<td>110,500</td>
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<tr>
<td><strong>Total Estimated Revenues</strong></td>
<td></td>
<td><strong>$5,500,924</strong></td>
<td><strong>$6,519,675</strong></td>
<td><strong>$4,457,258</strong></td>
<td><strong>$3,074,815</strong></td>
<td><strong>$4,073,008</strong></td>
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</tbody>
</table>

5/3/2021 12:31 PM
## SBCCOG
### EXPENDITURE DETAILS BY ACCOUNT
#### PROPOSED BUDGET
##### FISCAL YEAR 2021-2022

<table>
<thead>
<tr>
<th>EXPENDITURE CATEGORY</th>
<th>ACCOUNT CODE</th>
<th>ACTUAL FY 19-20</th>
<th>ADOPTED BUDGET FY 20-21</th>
<th>MID-YEAR BUDGET FY 20-21</th>
<th>YTD AS OF 03/31/21</th>
<th>PROPOSED BUDGET FY 21-22</th>
<th>INCREASE (DECREASE) PROPOSED BUDGET FY20-21/ MID-YEAR BUDGET FY19-20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries/Regular</td>
<td>6010</td>
<td>$498,933</td>
<td>$739,070</td>
<td>$694,792</td>
<td>$493,370</td>
<td>$806,450</td>
<td>$111,658 16.07%</td>
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<tr>
<td>Salaries/Part-Time</td>
<td>6030</td>
<td>-</td>
<td>5,520</td>
<td>8,400</td>
<td>-</td>
<td>44,520</td>
<td>36,120 430.00%</td>
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<tr>
<td>Overtime</td>
<td>6011</td>
<td>490</td>
<td>1,400</td>
<td>1,400</td>
<td>1,197</td>
<td>1,400</td>
<td>-</td>
</tr>
<tr>
<td>Medical/Deferred Comp</td>
<td>6012</td>
<td>65,000</td>
<td>92,400</td>
<td>82,100</td>
<td>60,400</td>
<td>92,400</td>
<td>10,300 12.55%</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>6013</td>
<td>1,078</td>
<td>1,663</td>
<td>1,474</td>
<td>1,071</td>
<td>1,663</td>
<td>189 12.84%</td>
</tr>
<tr>
<td>Social Security</td>
<td>6014</td>
<td>31,551</td>
<td>46,165</td>
<td>43,021</td>
<td>30,505</td>
<td>52,760</td>
<td>9,739 22.64%</td>
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<tr>
<td>Medicare</td>
<td>6015</td>
<td>7,379</td>
<td>10,797</td>
<td>10,061</td>
<td>7,134</td>
<td>12,339</td>
<td>2,278 22.64%</td>
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<tr>
<td>FUTA</td>
<td>6016</td>
<td>392</td>
<td>743</td>
<td>743</td>
<td>485</td>
<td>1,094</td>
<td>351 47.20%</td>
</tr>
<tr>
<td>California SUI-ER</td>
<td>6017</td>
<td>4,053</td>
<td>5,116</td>
<td>5,116</td>
<td>5,013</td>
<td>7,534</td>
<td>2,418 47.27%</td>
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<tr>
<td>Workers' Comp</td>
<td>6018</td>
<td>5,491</td>
<td>8,200</td>
<td>8,200</td>
<td>4,672</td>
<td>8,200</td>
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<tr>
<td>Employee Reimbursable Expense</td>
<td>6019</td>
<td>4,180</td>
<td>5,940</td>
<td>6,490</td>
<td>4,888</td>
<td>7,260</td>
<td>770 11.86%</td>
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<tr>
<td>Vacation/Float Holiday Payoff</td>
<td>6020</td>
<td>-</td>
<td>5,000</td>
<td>5,000</td>
<td>-</td>
<td>5,000</td>
<td>-</td>
</tr>
<tr>
<td>Severance Pay</td>
<td>6035</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Accrued Leave - expense</td>
<td>6036</td>
<td>20,934</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Sub-total Salaries &amp; Benefits</strong></td>
<td></td>
<td><strong>$639,481</strong></td>
<td><strong>$922,014</strong></td>
<td><strong>$866,797</strong></td>
<td><strong>$608,735</strong></td>
<td><strong>$1,040,621</strong></td>
<td><strong>$173,824</strong> 20.05%</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>6201</td>
<td>$6,586</td>
<td>$7,500</td>
<td>$7,000</td>
<td>$4,549</td>
<td>$7,500</td>
<td>$500 7.14%</td>
</tr>
<tr>
<td>Postage</td>
<td>6202</td>
<td>554</td>
<td>1,200</td>
<td>1,200</td>
<td>406</td>
<td>12,000</td>
<td>11,000 1100.00%</td>
</tr>
<tr>
<td>Refreshments</td>
<td>6203</td>
<td>16,142</td>
<td>25,500</td>
<td>1,000</td>
<td>8,781</td>
<td>11,500</td>
<td>-</td>
</tr>
<tr>
<td>Membership Dues</td>
<td>6204</td>
<td>10,276</td>
<td>11,500</td>
<td>11,500</td>
<td>1,503</td>
<td>4,500</td>
<td>2,000 80.00%</td>
</tr>
<tr>
<td>Mileage Reimbursement</td>
<td>6205</td>
<td>5,582</td>
<td>6,871</td>
<td>2,500</td>
<td>1,859</td>
<td>6,840</td>
<td>4,840 242.00%</td>
</tr>
<tr>
<td>Meetings/Conferences</td>
<td>6206</td>
<td>4,292</td>
<td>6,840</td>
<td>2,000</td>
<td>1,859</td>
<td>6,840</td>
<td>-</td>
</tr>
<tr>
<td>Special Events/General Assembly</td>
<td>6224</td>
<td>9,587</td>
<td>40,000</td>
<td>40,000</td>
<td>24,765</td>
<td>40,000</td>
<td>-</td>
</tr>
<tr>
<td>Staff Training/Development</td>
<td>6207</td>
<td>545</td>
<td>2,500</td>
<td>2,500</td>
<td>42</td>
<td>2,500</td>
<td>-</td>
</tr>
<tr>
<td>Newsletter</td>
<td>6208</td>
<td>6,712</td>
<td>11,424</td>
<td>4,354</td>
<td>3,015</td>
<td>7,420</td>
<td>7,070 162.38%</td>
</tr>
<tr>
<td>Audit Fees</td>
<td>6209</td>
<td>6,579</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>6,000</td>
<td>-</td>
</tr>
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<td>Contractual Services</td>
<td>6210</td>
<td>4,035,321</td>
<td>4,313,070</td>
<td>2,451,593</td>
<td>1,624,980</td>
<td>1,977,289</td>
<td>(474,304) -19.35%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>6211</td>
<td>416,000</td>
<td>420,000</td>
<td>420,000</td>
<td>315,000</td>
<td>420,000</td>
<td>-</td>
</tr>
<tr>
<td>Rent</td>
<td>6212</td>
<td>61,591</td>
<td>136,100</td>
<td>104,787</td>
<td>94,308</td>
<td>129,516</td>
<td>24,729 23.60%</td>
</tr>
<tr>
<td>Equipment Lease</td>
<td>6213</td>
<td>8,190</td>
<td>9,960</td>
<td>5,603</td>
<td>4,202</td>
<td>7,800</td>
<td>2,197 39.21%</td>
</tr>
<tr>
<td>IT Services/Maintenance</td>
<td>6215</td>
<td>62,876</td>
<td>36,616</td>
<td>21,396</td>
<td>21,628</td>
<td>36,963</td>
<td>15,567 72.76%</td>
</tr>
<tr>
<td>Software/Hardware</td>
<td>6216</td>
<td>7,100</td>
<td>14,133</td>
<td>14,133</td>
<td>7,033</td>
<td>14,643</td>
<td>510 3.61%</td>
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<tr>
<td>Liability Insurance</td>
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<td>2,248</td>
<td>2,300</td>
<td>2,300</td>
<td>2,129</td>
<td>2,300</td>
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</tr>
<tr>
<td>Subscription/Advertising</td>
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<td>240</td>
<td>1,000</td>
<td>1,000</td>
<td>150</td>
<td>1,000</td>
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<tr>
<td>Miscellaneous Supplies/HLE</td>
<td>6219</td>
<td>105</td>
<td>142</td>
<td>142</td>
<td>-</td>
<td>142</td>
<td>-</td>
</tr>
<tr>
<td>Specialty Legal Services</td>
<td>6220</td>
<td>4,725</td>
<td>10,000</td>
<td>10,000</td>
<td>2,316</td>
<td>5,000</td>
<td>(5,000) -50.00%</td>
</tr>
<tr>
<td>City Reimbursements</td>
<td>6222</td>
<td>-</td>
<td>295,287</td>
<td>326,237</td>
<td>30,950</td>
<td>576,000</td>
<td>249,763 76.56%</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
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<td>920</td>
<td>1,000</td>
<td>1,000</td>
<td>440</td>
<td>1,000</td>
<td>-</td>
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<tr>
<td>Uncollected Accounts Receivable</td>
<td>6226</td>
<td>22,098</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Sub-Total Supplies &amp; Services</strong></td>
<td></td>
<td><strong>$4,695,941</strong></td>
<td><strong>$5,367,201</strong></td>
<td><strong>$3,444,781</strong></td>
<td><strong>$2,161,245</strong></td>
<td><strong>$3,283,586</strong></td>
<td><strong>(161,195) -4.68%</strong></td>
</tr>
<tr>
<td>Moving Expenses</td>
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<td>61,338</td>
<td>42,226</td>
<td>42,226</td>
<td>8,329</td>
<td>10,000</td>
<td>(32,226) -76.32%</td>
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<td>Website Redesign</td>
<td>6032</td>
<td>-</td>
<td>100,000</td>
<td>90,000</td>
<td>19,704</td>
<td>20,859</td>
<td>(69,141) -76.82%</td>
</tr>
<tr>
<td><strong>Total Operating Expenditures</strong></td>
<td></td>
<td><strong>$5,396,760</strong></td>
<td><strong>$6,431,441</strong></td>
<td><strong>$4,443,804</strong></td>
<td><strong>$2,798,012</strong></td>
<td><strong>$4,355,066</strong></td>
<td><strong>(88,738) -2.00%</strong></td>
</tr>
<tr>
<td>POSITION</td>
<td>SALARY</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>---------------------------------------</td>
<td>---------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Officer - Tier 1</td>
<td>$91,000</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Senior Project Manager - Tier 1</td>
<td>85,000</td>
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<tr>
<td>Accountant - Tier 3</td>
<td>81,000</td>
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<tr>
<td>Project Manager - Tier 3</td>
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<tr>
<td>Project Manager - Tier 2</td>
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<tr>
<td>Project Manager - Tier 1</td>
<td>64,000</td>
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<tr>
<td>Environmental Services Analyst III - Tier 3</td>
<td>87,000</td>
<td></td>
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<tr>
<td>Environmental Services Analyst III - Tier 2</td>
<td>82,000</td>
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<tr>
<td>Environmental Services Analyst III - Tier 1</td>
<td>77,000</td>
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<tr>
<td>Environmental Services Analyst II - Tier 3</td>
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<tr>
<td>Environmental Services Analyst II - Tier 2</td>
<td>67,000</td>
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<tr>
<td>Environmental Services Analyst II - Tier 1</td>
<td>62,000</td>
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<tr>
<td>Environmental Services Analyst I - Tier 3</td>
<td>57,000</td>
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<tr>
<td>Environmental Services Analyst I - Tier 2</td>
<td>53,500</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Services Analyst I - Tier 1</td>
<td>50,500</td>
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</tr>
<tr>
<td>Administrative Assistant - Tier 3</td>
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</tr>
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<td>Administrative Assistant - Tier 2</td>
<td>40,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant - Tier 1</td>
<td>35,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part-time Hourly Staff (ESAs for events)</td>
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<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES - 6211

<table>
<thead>
<tr>
<th>Professional Services - 6211</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director (JB) and staff - appx. Jacki Bacharach and Associates $186,000 - appx. $234,000 (subs to JB)</td>
<td>$420,000</td>
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</tbody>
</table>

### CONTRACTOR SERVICES - 6210

<table>
<thead>
<tr>
<th>Contractor Services - 6210</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Director - Steve Lantz</td>
<td>84,000</td>
</tr>
<tr>
<td>Research Director - Siembab Corp.</td>
<td>25,000</td>
</tr>
<tr>
<td>Energy Efficiency Engineer - GSE Solutions</td>
<td>32,000</td>
</tr>
<tr>
<td>Metro Deputy - Mike Bohike</td>
<td>110,879</td>
</tr>
<tr>
<td>American Dark Fiber - Broadband - Measure M Fiber</td>
<td>1,276,144</td>
</tr>
<tr>
<td>Budget &amp; Finance Consultant - Agnes Walker</td>
<td>6,000</td>
</tr>
<tr>
<td>LA County Homeless Innovation Client Aid - Pass-thru to PATH</td>
<td>230,266</td>
</tr>
<tr>
<td>Civic Spark - two fellows</td>
<td>58,000</td>
</tr>
<tr>
<td>Magellan</td>
<td>30,000</td>
</tr>
<tr>
<td>Additional consultants or staff as needed on contracts or project development</td>
<td>125,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Estimated Contractor Expenses FY 2020-2021</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Contractor Expenses FY 2020-2021</td>
<td>$1,977,289</td>
</tr>
<tr>
<td>ACRONYM</td>
<td>DEFINITION</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------------------------------</td>
</tr>
<tr>
<td>CA-SUI</td>
<td>California State Unemployment Insurance</td>
</tr>
<tr>
<td>CALCOG</td>
<td>California Council of Governments</td>
</tr>
<tr>
<td>CAP</td>
<td>Climate Action Plan</td>
</tr>
<tr>
<td>CEC</td>
<td>California Energy Commission</td>
</tr>
<tr>
<td>CIMP</td>
<td>Coordinated Integrated Monitoring Program</td>
</tr>
<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
</tr>
<tr>
<td>DWP</td>
<td>Department of Water &amp; Power</td>
</tr>
<tr>
<td>EUC</td>
<td>Energy Upgrade California</td>
</tr>
<tr>
<td>EV</td>
<td>Electric Vehicle</td>
</tr>
<tr>
<td>FTE</td>
<td>Full Time Equivalent</td>
</tr>
<tr>
<td>FUTA</td>
<td>Federal Unemployment Tax Act</td>
</tr>
<tr>
<td>FY</td>
<td>Fiscal Year</td>
</tr>
<tr>
<td>GA</td>
<td>General Assembly</td>
</tr>
<tr>
<td>GBC</td>
<td>Green Building Challenge</td>
</tr>
<tr>
<td>GBN</td>
<td>Green Business Network</td>
</tr>
<tr>
<td>GSW</td>
<td>Golden State Water</td>
</tr>
<tr>
<td>HERO</td>
<td>Home Energy &amp; Resources Organization</td>
</tr>
<tr>
<td>HLE</td>
<td>Holiday Light Exchange</td>
</tr>
<tr>
<td>ICLEI</td>
<td>International Council for Local Environmental Initiatives</td>
</tr>
<tr>
<td>LA</td>
<td>Los Angeles</td>
</tr>
</tbody>
</table>
Last year’s adopted budget was created without knowing what the effects of COVID-19 would be. At mid-year, the budget was adjusted to reflect the conditions at that time by reducing many of our expenses related to in-person events. All staff were working from home, there were no meetings in-house, nor outreach events.

For this year, FY2021-22, the budget reflects the loosening of state and county restrictions regarding in-person meetings and the result this action will have on operations. These changes are most notable in the expense section of the budget. They reflect increased in-person meetings, such as Steering Committee and Board meetings, as well as outreach opportunities.

The narrative below highlights overall budget changes with explanations for variances +/-5%:

**Budget summary:** Overall, the proposed budget for FY21-22 reflects a projected budget deficit of ($282,057): revenue decrease of ($384,250) or (8.62%) and a net expenditure decrease of ($88,738) or (2%) compared to the FY20-21 Mid-year Budget. The revenue decrease is due primarily to the South Bay Fiber project being in its last phase of network construction with -more funds than anticipated expended in the 20-21 fiscal year.

**Estimated revenues:** As illustrated on the Estimated Revenue Details (page 4), the total General Fund revenues which include Dues, are projected to decrease by ($8,525) or (1.36%). Revenues from grants decreased ($486,225) or (12.69%). As stated above, this decrease is primarily due to the South Bay Fiber project.

Below is an explanation of some of the revenue increases and (decreases) with the corresponding account codes and descriptions on the revenue categories:

- **Interest Income/4090** – decrease of ($8,000) due to falling interest rates
- **Green Business Assist Program/4125** – decrease of ($4,500): this revenue is now being realized under WBMWD
- **SCG-SoCalGas/4513** – decrease of ($54,000) due contract ending mid-year in Dec ‘21
- **WBMWD/4520** - increase of $10,224 due to change in scope
- **CalTrans LTN/4544** – decrease of ($93,104) due to completion of project
- **Measure R/4570** - decrease of ($14,660) due to continued decrease in program activity
- **PACE programs/4589** - decrease of ($450) due to conclusion of HERO program
- **Integrated Pest Management/4589** - increase of $2,750 due to increase in scope of services
- **Energy Coalition (REN)/4592** - increase of $80,844 due to extension of contract and additional funding for new year
- **ICF Resources (REN)/4593** – decrease of ($4,590) due to a shift of funds from FY20-21 to FY21-22
- **Homeless – LA County/4601** – decrease of ($55,922) due to reduction in scope of work
- **Homeless – LA County, Innovation Fund/4602** – decrease of ($160,817) due to program extension with no additional funds
- **Homeless – LA County Project Funds/4603** – new funding of $635,000 starting Jan 1, 2022
**Measure M/4611** – decrease of ($23,600) due to decrease in program activities

**South Bay Fiber Network (SBFN)/4612** - decrease of ($836,856) due to majority of construction being completed

**Fiber – State of CA/4613** - increase of $55,000 due to increased program activity

**SCAG-REAP Administration/4011** - new funding $15,000

**Special Assessment/4026** – new funding of $110,500 to hire a planner

**Contracts ended**

- GBN-Hawthorne/4126
- GBN-Torrance/4127
- CalTrans LTN/4544

**Proposed expenditures/Salaries & Benefits:** The proposed expenditures (page 5) for the coming fiscal year show a net decrease of ($88,738) or (2%) compared to the FY20-21 mid-year adopted budget. The Salaries & Benefits portion of the budget increased $173,824 or 20.05%, which reflects 1.5 additional staff.

Below is an explanation of the expenditure increases with the corresponding account codes and descriptions of the various expenditure categories:

- **Salaries/Regular/6010** – increase of $111,658 reflects one additional staff plus cost-of-living increases
- **Salaries/Part-Time/6030** – increase of $36,120 provides funding for a part-time Project Manager at 20 hours a month
- **Benefits/6012-5017** – increase of $25,275: as salaries increase, benefits will have a relative increase, especially those benefits based on a percentage of salaries such as: Social Security, Medicare, and California SUI-ER
- **Employee Reimbursable Expense/6019** – increase of $770 due to increase in staff

**Supplies & Services:** Overall, the Supplies & Services category shows a net decrease of ($161,195) or (4.68%). The expense decrease is due primarily to the reduction in contractual services for the South Bay Fiber Network project.

Below is an explanation of increases or (decreases) and the corresponding account codes and descriptions of the expenses:

- **Refreshments/6203** – increase of $11,000 due to anticipated in-person events during the year (total budget projection is less than pre-COVID amount)
- **Mileage Reimbursement/6205** – increase of $2,000 in anticipation of outreach events (total budget projection is less than pre-COVID amount)
- **Meetings/Conferences/6206** – increase of $4,840 in preparation for increased travel and attendance at conferences (total budget projection is less than pre-COVID amount)
- **Newsletter/6208** – increase of $7,070 for additional printing of newsletter for outreach events (total budget projection is less than pre-COVID amount)
- **Contractual Services/6210** – net decrease of ($474,304); reflects decrease in grant-related expenditures, primarily South Bay Fiber Network (SBFN)
• **Rent/6212** – increase of $24,729: paid 10 months rent in FY20-21 due to rent abatement, will pay 12 months' rent in FY21-22
• **Equipment Lease/6213** – increase of $2,197 expected due to current lease expiration Jan'22, as well as expected increase of in-office use
• **IT Services/Maintenance/6215** – increase of $15,567 for website support, broadband access, Zoom and increased number of email blasts
• **Specialty Legal Services/6220** – decrease of ($5,000) based on current spend rate
• **City Reimbursements/6222** – increase of $249,763 LA County Homeless Innovation pass through funds for cities and new LA County Homeless Project funds
• **Moving Expenses/6221** – decrease of ($32,226): new budget amount of $10,000 to cover residual move-in expenses
• **Website Redesign/6032** – decrease of ($69,141) reflects work done in FY20-21 and a decrease in total budgeted contract amount from $90,000 to $71,852. Remaining $20,859 of $71,852 contract carried over to new fiscal year

**Reserves:** Per the reserve policy, the target amount for reserves is $405,000. These funds are from the following sources as shown on the Budget Summary (page 2):

• $288,669 shall be accumulated in LAIF as of June 30, 2022. This amount includes $53,372 reserve funds established prior to FY15-16 and $106,520 from the 5-year dues increase with interest.
• $90,000 from FY20-21
• $38,777 from FY21-22
• Per the policy adopted May 2020, $38,777 will be required each year for three additional years through FY 24-25
### Fund Balance for June 30, 2020 per Audited Financial Statement

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised Revenue Budget FY20-21</td>
<td>$1,111,352</td>
</tr>
<tr>
<td><strong>Less Adjustments:</strong></td>
<td></td>
</tr>
<tr>
<td>Energy Coalition</td>
<td>$(35,000)</td>
</tr>
<tr>
<td>Homeless LA County</td>
<td>$(248,000)</td>
</tr>
<tr>
<td>LA DWP</td>
<td>$(20,000)</td>
</tr>
<tr>
<td>Measure M</td>
<td>$(18,000)</td>
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<tr>
<td>Fiber - State of CA</td>
<td>$(32,500)</td>
</tr>
<tr>
<td><strong>Total Revenue Adjustments</strong></td>
<td>$(353,500)</td>
</tr>
<tr>
<td><strong>Adjusted Revised Revenue Budget FY20-21</strong></td>
<td>$4,103,757</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revised Expenditure Budget FY20-21</td>
<td>$(4,443,804)</td>
</tr>
<tr>
<td><strong>Less Adjustments:</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries &amp; Benefits (staff not hired)</td>
<td>55,000</td>
</tr>
<tr>
<td>Moving expenses not incurred</td>
<td>33,897</td>
</tr>
<tr>
<td>Website Redesign expenses not incurred</td>
<td>20,859</td>
</tr>
<tr>
<td><strong>Total Expense Adjustments</strong></td>
<td>109,756</td>
</tr>
<tr>
<td><strong>Adjusted Revised Expenditure Budget FY20-21</strong></td>
<td>$(4,334,048)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Estimated Fund Balance FY20-21</td>
<td>881,061</td>
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</tbody>
</table>

### Proposed Budget FY21-22

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Revenues</td>
<td>4,073,008</td>
</tr>
<tr>
<td>Estimated Expenditures</td>
<td>$(4,355,066)</td>
</tr>
<tr>
<td><strong>Estimated Balance (Revenue over Expenditures)</strong></td>
<td>$(282,058)</td>
</tr>
<tr>
<td><strong>Less Reserve for Contingencies:</strong></td>
<td></td>
</tr>
<tr>
<td>FY20-21</td>
<td>$(90,000)</td>
</tr>
<tr>
<td>FY21-22 as proposed</td>
<td>$(38,777)</td>
</tr>
<tr>
<td><strong>Total Proposed Reserve</strong></td>
<td>$(128,777)</td>
</tr>
<tr>
<td>Proposed carryover balance for moving expenses</td>
<td>$(10,000)</td>
</tr>
<tr>
<td>Proposed carryover balance for website redesign</td>
<td>$(20,859)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Estimated Fund Balance June 30, 2022</strong></td>
<td>$439,367</td>
</tr>
</tbody>
</table>

**Note:** The SBCCOG has received a $1.2 million advance from the State of California for the fiber network, of which $18,539 has been expended. This $1.2 m is not part of the fund balance and is currently showing as a liability. The liability is offset by cash received. Should the funds not be used, they will be returned to the state.