

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 to 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-Assignment

- 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.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
NO. M-017-21**

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
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

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

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

By: _____
Olivia Valentine
Chair
Date _____

APPROVED AS TO FORM:

By: _____
Michael Jenkins
Legal Counsel
Date _____

Exhibit A Scope of Work Approval Form



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

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 Change Funding Allocation Between Projects
 Add a New Project Project/Task Date Change Change in Deliverable
 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)

	Project/Activity Name	Phase 1 funding	Phase 2 funding	Total Project Funding
1				
2				
3				
4				
5				
6				
7				
	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 can not 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.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form - Project Summary

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.*

	Project/Activity Name and requested change	Total Amount
1		
2		
3		
4		
5		
6		
7		
	Total Approved Funding Amount	

Approval Requested By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

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

 Signature Date

 Signature Date

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>.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

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)



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Metrics

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.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form - Project Detail

SCAG will provide enough copies of the following two pages for each approved project.

1	Project Name
<input type="checkbox"/> Metrics for this project have been selected in the "Project Metrics" portion of this form. <i>Please consult with the SCAG Project Manager if you need assistance in determining appropriate metrics for this project.</i>	
Brief Description of Project: <i>As provided in initial approved application</i>	
Alignment with SCAG Connect SoCal regional priorities: <i>As provided in initial approved application</i>	



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*

Jurisdiction	SB 2 or LEAP (Local Early Action Program) Tasks re: Housing Element	Housing element progress (A, B, C, or D.)



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

1	Project Name	Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable
		<i>As provided in initial approved application</i>						
		Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

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.

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

*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.



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Scope of Work Approval Form

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.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Scope of Work Approval Form

New Project Name:						
Project/Activity Tasks						
Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Phase 1 or 2	Begin date	End date	Deliverable
Total projected cost						



EXHIBIT B REAP GRANT SUB-RECIPIENT REQUIREMENTS FOR UNMONITORED AND MONITORED PROCUREMENT

Sub-Recipient Name			
Contact Name			
Email		Phone	
Program Title	Subregional Partnership Program	OWP Project/ Task No.	300.4872Y0.03
Project Title			
Grant Source	REAP AB101	Grant Amount	
Are you requesting to conduct your own procurement process? <input type="checkbox"/> No – sub-recipient requests SCAG to conduct procurement on their behalf. Skip Section 1 and 2 and sign form below. <input type="checkbox"/> Yes – complete Section 1a or 1b and sign form below.			

SECTION 1.	For SCAG Use Only: documentation of SCAG approval required
<input type="checkbox"/> 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.	<input type="checkbox"/> Approved by Contracts Manager, or designee
<input type="checkbox"/> b. Sub-recipient is requesting SCAG authorization to conduct its own procurement subject to the requirements set forth in Section 2a. Monitored Procurement Tasks.	<input type="checkbox"/> Approved by Contracts Manager, or designee

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.	<input type="checkbox"/> Approved by Project Manager
FOR PROCUREMENTS \$25,001 OR GREATER, MINIMUM REQUIREMENTS:	
1. Scope of Work and Cost Estimate (prior to issuing the solicitation)	<input type="checkbox"/> Approved by Project Manager
2. Rationale for procurement method <u>and</u> contract type	<input type="checkbox"/> Approved by Contracts Manager, or designee
3. Solicitation (RFP or Bid) must include: <ul style="list-style-type: none"> ▪ Evaluation criteria with cost criteria, using less than 30% cost criteria requires written justification to be approved by Contracts Manager ▪ Protest language 	<input type="checkbox"/> Approved by Project Manager <input type="checkbox"/> Approved by Contracts Manager, or designee
4. Public advertisement of the solicitation for a minimum of 10 working days	<input type="checkbox"/> Approved by Project Manager
5. Minimum of three (3) offers were received on time, <u>evaluated</u> 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.	<input type="checkbox"/> Approved by Project Manager <input type="checkbox"/> Approved by Contracts Manager, or designee, if less than 3 bids received
6. Evaluator’s signed Conflict of Interest Forms (solicitation reviewer has no conflict of interest); Authorize the evaluation committee to meet	<input type="checkbox"/> Approved by Project Manager
7. Review scoring for potential anomalies	<input type="checkbox"/> Approved by Contracts Manager, or designee
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)	<input type="checkbox"/> Approved by Contracts Manager, or designee
9. Evidence the State of California’s Debarment website was checked to ensure selected firm has not been debarred https://www.dir.ca.gov/dlse/debar.html and Insurance Verification	<input type="checkbox"/> Approved by Project Manager

10. Notice of Intent to Award (notification of the final selection to all offerors via letter or posting)	<input type="checkbox"/> Approved by Project Manager
11. Protest and Resolution (if any, SCAG will determine final resolution)	<input type="checkbox"/> Approved by Contracts Manager, or designee
12. Contract contains all required flow-down clauses, invoice report requirements/checklist appropriate for contract type (prior to contract execution)	<input type="checkbox"/> Approved by Project Manager (flow-down clauses) <input type="checkbox"/> Approved by Accounting Manager (invoice report requirements)
13. Procurement Summary (-documenting basis for selecting or rejecting an offer, basis for the contract price... Board minutes typically suffice)	<input type="checkbox"/> Approved by Contracts Manager, or designee
14. Evidence of Contract Approval (approver has no conflict of interest)	<input type="checkbox"/> Approved by Project Manager

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

Use Agency Letterhead							
SAMPLE				INVOICE			
Email invoice to: accountspayable@scag.ca.gov Cindy Giraldo Chief Financial Officer Southern California Association of Governments 900 Whire Blvd., Ste 1700 Los Angeles, CA 90017				Date: _____ Invoice #: _____ Invoice Period: _____ MOU #: _____ OWP #: _____ Project Title: _____			
Cost Categories	Hourly Rate	Hours	Budget	Current Invoice	Previously Invoiced	YTD Expenditure	Balance
<u>Tasks (labor only)</u>							
Task 1				\$0.00	\$0.00	\$0.00	\$0.00
Task 2				\$0.00	\$0.00	\$0.00	\$0.00
Task 3				\$0.00	\$0.00	\$0.00	\$0.00
Task 4				\$0.00	\$0.00	\$0.00	\$0.00
Task 5				\$0.00	\$0.00	\$0.00	\$0.00
Task 6				\$0.00	\$0.00	\$0.00	\$0.00
Task 7				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Tasks		-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Overhead & Fringe (if applicable)</u>							
Overhead	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Fringe	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Overhead & Fringe:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Fixed Fee (if applicable)</u>							
Fixed Fee	0.00%			\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Fixed Fee:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Other Direct Costs (ODCs)</u>							
Travel				\$0.00	\$0.00	\$0.00	\$0.00
Printing - Directly Chargeable only				\$0.00	\$0.00	\$0.00	\$0.00
Other				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - ODCs:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Consultant/Subconsultant</u>							
Consultant 1				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 2				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 3				\$0.00	\$0.00	\$0.00	\$0.00
Consultant 4				\$0.00	\$0.00	\$0.00	\$0.00
Subtotal - Consultant/Subconsultant:			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Please send check to: <div style="background-color: yellow; padding: 2px;"> CITY OF TBD Address City/State/ZIP </div>							
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



Regional Early Action Planning (REAP) Grant
 Subrecipient Partnership Program
 Sub-Recipient Reporting Form

Subrecipient: _____

Reporting Period Please check the appropriate reporting period.

Quarterly Report
 Annual Report
 Final Report
 Date Submitted: _____

Jan-Mar
 Apr-Jun
 Jul-Sep
 Oct-Dec
 2021
 2022
 2023

Current Approved Summary of Projects and Activities Per Scope of Work Dated XX-XX-XXXX

Project/Activity Name	Total Project Funding	Expenditures This Period	Expenditures to Date	Balance to be Spent by 6/30/23	Uses LEAP or SB2 Funding
1					None
2					Choose an item.
3					Choose an item.
4					Choose an item.
5					Choose an item.
6					Choose an item.
7 Administrative Fee					None
Total Approved Funding Amount					

Report Submitted By:
 SUBRECIPIENT PROJECT MANAGER
 Name and Title

Signature _____ Date _____

Report Reviewed and Accepted By:
 SCAG PROJECT MANAGER
 Ma'Ayn Johnson, Housing Program Manager

Signature _____ Date _____

Report Received by SCAG Date: _____

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Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

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.

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
1.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached Description of progress:						
2.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached Description of progress:						
3.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached Description of progress:						
4.						Click or tap to enter a date.
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached Description of progress:						
5.						Click or tap to enter a date.



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
<i>Description of progress:</i>						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached 6.						Click or tap to enter a date.
<i>Description of progress:</i>						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached 7.						Click or tap to enter a date.
<i>Description of progress:</i>						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached 8.						Click or tap to enter a date.
<i>Description of progress:</i>						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached 9.						Click or tap to enter a date.
<i>Description of progress:</i>						
<input type="checkbox"/> Task Completed <input type="checkbox"/> Deliverable Attached 10. Administrative	Staff					
Total projected cost						



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Sub-Recipient Reporting Form

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.

Metric	Baseline	As of 3/31/21	As of 6/30/21	As of 9/30/21	As of 12/31/21	As of 3/31/22	As of 6/30/22	As of 9/30/22	As of 12/31/22	As of 3/31/23	As of 6/30/23	Change
Other Quantitative Metrics: (optional)												
Other Qualitative Metrics: (optional)												



Regional Early Action Planning (REAP) Grant
Subregional Partnership Program
Sub-Recipient Reporting Form

Project Progress Narrative *Required for Quarterly and Annual Reports*

Project: _____

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.

<input type="checkbox"/> Project Complete Date Completed: Click or tap to enter a date.
Briefly describe the status of the project as of the end of the reporting period:
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):



Regional Early Action Planning (REAP) Grant
 Subregional Partnership Program
 Subrecipient Reporting Form

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*

Jurisdiction	Housing element progress as reported in application	Housing element progress (A-F) April 2021	Housing element progress (A-F) February 2022	Housing element progress (A-F) February 2023	Housing element progress (A-F) June 2023
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.
		Choose an item.	Choose an item.	Choose an item.	Choose an item.