

**AGENDA AND NOTICE OF THE REGULAR MEETING OF THE
SOUTH BAY REGIONAL HOUSING TRUST BOARD OF DIRECTORS**

THURSDAY, APRIL 30, 2026 - 4:00 P.M.

**SBCCOG Offices: 357 VAN NESS WAY, #90, TORRANCE, CA 90501 &
Via Zoom: www.zoom.us/join Meeting ID: 820 7739 8488 / Passcode: 785907**

SBRHT Officers

Chair

TBD

Vice Chair

TBD

Directors

El Segundo

Michelle Keldorf

Ryan Baldino (alt.)

Hawthorne

Alex Monteiro

Katrina Manning (alt.)

Hermosa Beach

Rob Saemann

Dean Francois (alt.)

Inglewood

Eloy Morales

James Butts (alt.)

Lawndale

Bernadette Suarez

Pat Kearney (alt.)

Lomita

Bill Uphoff

Barry Waite (alt.)

Manhattan Beach

Nina Tarnay

Joe Franklin (alt.)

Rancho Palos Verdes

Stephan Perestam

George Lewis (alt.)

Redondo Beach

Paige Kaluderovic

Brad Waller (alt.)

Rolling Hills Estates

Debby Stegura

Velveth Schmitz (alt.)

Torrance

Jon Kaji

Sharon Kalani (alt.)

Housing/Homeless

Experts

Michelle Ramirez

Michael Allen

Members of the public may also participate at: 33451 Victoria Ct., Temecula, CA 92592

Director Nina Tarnay will be participating remotely under SB 707

The agenda packet is available at the South Bay Cities Council of Governments' (SBCCOG) office at 357 Van Ness Way, #90, Torrance, CA 90501, and on the website www.sbrht.org. Copies are available via email upon request to Natalie@southbaycities.org. Any additional agenda documents that are distributed to a majority of the Board after the posting of the agenda will be available for review in the SBCCOG office during regular business hours, 8:00 a.m. – 5:00 p.m., Monday through Thursday, and on the South Bay Regional Housing Trust website noted above.

PUBLIC PARTICIPATION:

Your participation is welcomed at all Board of Directors meetings. Time is reserved at each regular meeting for those who wish to address the Board. SBRHT requests that persons addressing the meeting refrain from making personal, slanderous, profane, or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting, after being warned by the Board Chair or designee to cease the disruption, may be precluded from further participation in the meeting.

At a regular meeting, the public may comment on any matter within the jurisdiction of the SBRHT Board of Directors that is not on the agenda during the public comment period at the beginning of the agenda. The public may also comment on any item on the Consent Calendar prior to action taken on the Consent Calendar. For other agenda items, the public may comment prior to the item being considered by the Board. At a special meeting, the public may only comment on items that are on the agenda.

Members of the public are requested to state their name, city of residence, and the organization they represent (if applicable) prior to speaking. Comments are limited to a maximum of three minutes per person. The Board Chair may impose additional time limits at their discretion. Both written and oral comments will be part of the official record.

Members of the public may address the Board in the following ways:

1. **Verbal Comment In-Person/Virtual:** If you would like to make a verbal public comment, please complete a Speaker Request Form and provide it to staff. Forms will be made available to you by staff at the meeting. If participating through Zoom, please use the "raise hand" feature.
2. **Written Comment:** If you wish to submit written public comments to be distributed to the Board prior to or during the meeting, please submit these materials via email to submit comments by emailing Natalie@southbaycities.org at least 1 hour prior to the scheduled meeting time. Please indicate in the Subject Line of the email "FOR PUBLIC COMMENT."

- I. **CALL TO ORDER – 4:00 P.M.**
- II. **ROLL CALL**
- III. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- IV. **PUBLIC COMMENTS – 4:05 P.M.**
- V. **CONSENT CALENDAR ITEMS**

No Consent Calendar items

VI. **DISCUSSION/ACTION ITEMS**

At this time, members of the public in attendance may ask the Board to be heard on the following items as those items are called.

- A. **Election of Officers** (*Attachment*) (Presented by Jacki Bacharach, Executive Director, South Bay Cities Council of Governments) – **4:10 P.M.**

Recommended Action: Elect a Chair and Vice-Chair to serve through the first meeting in calendar year 2027 in accordance with the SBRHT Joint Powers Agreement.

- B. **Presentation and Discussion of SBRHT Joint Powers Authority Agreement** (Presented by Lauren Langer, Partner, Best Best & Krieger) – **4:15 P.M.**

- C. **Approval of SBRHT Bylaws** (*Attachment*) (Presented by Lauren Langer, Partner, Best, Best & Krieger) – **4:20 P.M.**

Recommended Action: Adopt Bylaws

- D. **Status of SB 799 Clean Up legislation** (Presented by David Leger, Program Manager, South Bay Cities Council of Governments) – **4:30 P.M.**

- E. **Presentation: Housing Trust 101** (Presented by Adam Eliason, Principal, CivicHome) – **4:35 P.M.**

- F. **Presentation: Basics of Affordable Housing & LACAHS A Funding** (Presented by Grant Henninger, Director of Development, CivicHome) – **4:50 P.M.**

- G. **Approval of Funding Agreement with South Bay Cities Council of Governments for LACAHS A Measure A Funding** (*Attachment*) (Presented by Ronson Chu, Senior Program Manager, South Bay Cities Council of Governments) – **5:10 P.M.**

Recommended Action: Approve the funding agreement with the South Bay Cities Council of Governments to accept remaining Measure A Funds for Fiscal Year 2025-2026 as well as Measure A Funds for Fiscal Year 2026-2027 (in the amount of \$7,934,126) for administering Production, Preservation and Ownership programs.

- H. **Designate South Bay Cities Council of Governments for Interim SBRHT Management Services** (*Attachment*) (Presented by Jacki Bacharach, Executive Director, South Bay Cities Council of Governments) – **5:20 P.M.**

Recommended Action: Designate the South Bay Cities Council of Governments for interim SBRHT management services and direct preparation of an agreement for approval at the May meeting.

- I. **Approval Legal Services and General Counsel** (*Attachment*) (Presented by Jacki Bacharach, Executive Director, South Bay Cities Council of Governments) – **5:30 P.M.**

Recommended Action: Approve the contract with the Best Best & Krieger for SBRHT legal services and adopt resolution for appointment of General Counsel.

- J. Draft FY 26-27 Budget (Attachment)** (Presented by Ronson Chu, Senior Program Manager, South Bay Cities Council of Governments) – **5:35 P.M.**

Recommended Action: Adopt Budget

- K. LACAHSR Request for Proposals for Technical Assistance (Attachment)** (Presented by Kevin Umana, Project Coordinator - Housing, South Bay Cities Council of Governments) – **5:45 P.M.**

- L. Select Regular Meeting Date for SBRHT Board of Directors Meetings (Attachment)** (Presented by Jacki Bacharach, Executive Director, South Bay Cities Council of Governments) – **5:50 P.M.**

Recommended Action: Select a regular meeting date for SBRHT Board of Directors meetings.

VII. GENERAL ITEMS FROM THE BOARD – 5:55 P.M.

VIII. ADJOURNMENT – 6:00 P.M.

NEXT MEETING – Thursday, May 21, 2026 at 9:00 a.m. at the SBCCOG office (*proposed*)

Agenda Item VI-A
Election of Officers

South Bay Regional Housing Trust

AGENDA ITEM: VI-A

April 30, 2026

TO: SBRHT Board of Directors
FROM: Jacki Bacharach, Interim Trust Executive Director
SUBJECT: Conduct the Election of Officers of the Trust's Board of Directors for the remainder of the 2026 calendar year.

RECOMMENDED ACTION:

CONDUCT THE ELECTION OF THE OFFICERS - CHAIR AND VICE CHAIR - FOR THE TRUST'S BOARD OF DIRECTORS FOR THE REMAINDER OF THE 2026 CALENDAR YEAR

BACKGROUND:

Per Section 5(f)(6) of the Joint Exercise of Power Agreement of the Trust, the Board of Directors shall select a Chairperson and Vice-Chairperson from among the members of the Board of Directors at the first meeting held in each calendar year.

The Interim Trust Manager will conduct the election process and record the election results at this meeting of the Board. Following the election process, the newly elected Chair will conduct the remainder of the Trust Board meeting.

Agenda Item VI-C
SBRHT Bylaws

South Bay Regional Housing Trust Bylaws

Approved by the
South Bay Regional Housing Trust Board of Directors
April 30, 2026

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Part 1 – Introduction to the South Bay Regional Housing Trust

Establishment

The South Bay Regional Housing Trust (“SBRHT” or “Trust”) is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement (“Agreement”) for the purpose of the following and the powers identified in the Agreement:

1. Fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low-, very low-, and low-income as defined in Section 50093 of the Health and Safety Code;
2. Receive public and private financing and funds; and
3. Authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities and County area within the South Bay Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The SBRHT was established on April 1, 2026, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of El Segundo, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Rancho Palos Verdes, Rolling Hills Estates, Redondo Beach, Torrance, and other eligible cities and the County that may join afterwards (collectively, the “Parties”). These Bylaws were adopted by SBRHT’s Board of Directors and provide for the organization and administration of SBRHT. These Bylaws supplement the Agreement.

Part 2 – Bylaws of the South Bay Regional Housing Trust

ARTICLE I - Name

The name of this entity shall be the “South Bay Regional Housing Trust” or “SBRHT” or “Trust” in these Bylaws.

ARTICLE II – Board of Directors

Section A: SBRHT Board of Directors

The South Bay Regional Housing Trust (“SBRHT”) shall be governed by a Board of Directors constituted in accordance with applicable provisions of California law governing regional housing trusts, including Government Code Section 6539.9.

SBRHT shall be governed by a Board of Directors selected as follows:

1. One elected official from each Party to this Agreement, appointed by that Party’s governing body and ratified by the governing board of the South Bay Cities Council of Governments. Each Party may also appoint one of its elected officials as an Alternate Director, who may serve in the absence of the Party’s appointed Director. The elected official from the County of Los Angeles must be from a Board of Supervisors District that is located wholly or partially within the territory of the South Bay Cities Council of Governments.
2. Two Directors that are experts in homelessness or housing policy appointed by the South Bay Cities Council of Governments City Managers Committee and ratified by the governing board of the South Bay Cities Council of Governments.

Each Director shall have one (1) vote on matters before the Board. All Directors must represent a city or the County that is a party to the Joint Powers Agreement, unless serving as a housing or homelessness policy expert appointed pursuant to this section.

Section B: Selection of Advisory Board Members

Advisory Boards may be appointed by the Trust Board to provide technical expertise, strategic guidance, and informed recommendations to support the Trust Board’s decision making, program development, and implementation of the Trust’s mission and activities.

An Advisory Board may consist of government staff and individuals with expertise in housing development, housing services, finance, real estate development, and related fields.

Advisory Board members may be requested to attend all SBRHT regular and special meetings and may fully participate in discussions to provide advice to the Board; however, they shall not serve as voting members of the Trust Board.

Section C: Terms and Vacancies

Members of the Board shall serve for a two-year term. There is no limit to the number of consecutive terms members may serve. Nothing herein prevents a Party from appointing a different elected official to serve (for both Directors and Alternates) in the discretion of the Party, subject to ratification by the governing board of the South Bay Cities Council of Governments. In the event of a vacancy, the Party whose appointee has vacated the position shall appoint a replacement within 60 days of the effective date of the vacancy, subject to ratification by the governing board of the South Bay Cities Council of Governments. The replacement will serve out the remainder of the term of the Director that they replaced. The two Directors that are experts in homelessness or housing policy may be removed with or without cause at any time by a majority vote of the Board of Directors, and their replacements appointed subject to Section A.2 above.

Upon creation of an Advisory Board, the Board may determine the appropriate term for the Advisory Board members, depending on the purpose and length of time needed for the Advisory Board. Notwithstanding, an Advisory Board member's seat shall automatically be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring

Section D: Chair and Vice Chair.

The Board of Directors shall elect a Chair and a Vice Chair from among its members at the first meeting held in each calendar year. The Chair of the Board shall conduct all meetings of the Board and perform such other duties and functions as required of such person by provisions of applicable law, the Agreement, these Bylaws or by the direction of the Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, the Agreement, these Bylaws, or by the direction of the Board or the Chair.

Section E: Clerk of the Board.

The Board shall designate a Clerk of the Board. The Clerk of the Board shall keep a record of all proceedings and perform the usual duties of such office. The Executive Director of the South Bay Cities Council of Governments shall serve in this role unless and until the Board designates another individual to serve as Clerk of the Board.

Section F: Treasurer.

The Board of Directors shall designate a Treasurer of the Trust in accordance with the Joint Powers Agreement and applicable law. The Treasurer may be an officer or employee of the Trust, an officer or employee of a Party, or a qualified third party.

The Treasurer shall perform the duties set forth in the Joint Powers Agreement and applicable law.

In the absence of a designated Treasurer, the Treasurer for the South Bay Cities Council of Governments shall serve as interim Treasurer.

Section G: Additional Officers and Staff.

The Board shall have the power to authorize such additional officers and staff as may be appropriate and as set forth in the Agreement. Such officers and staff may also be, but are not required to be, officers and employees of the individual Parties. None of the officers, agents, or employees appointed by the Board shall be deemed, by reason of their employment by the Board, to be employed by any of the Parties or, by reason of their employment by the Board, to be subject to any of the requirements of such Parties.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members

1. Meet as called by the Chair to conduct the business of SBRHT and provide policy direction and strategic oversight.
2. Adopt and amend policies, procedures, and program guidelines necessary to carry out the purposes of SBRHT and the Joint Powers Agreement.
3. Review, evaluate, and take action on applications and recommendations for project funding.
4. Approve funding agreements, contracts, memoranda of understanding, and other instruments necessary to implement SBRHT programs.
5. Review and oversee SBRHT's financial affairs, including adoption of the annual budget, review of the Annual Financial Report, and consideration of any related independent audit.
6. Ensure compliance with applicable laws, the Joint Powers Agreement, and funding source requirements.
7. Provide oversight and direction to the Trust Manager and any committees, subcommittees, or task forces, or Advisory Boards established by the Board.
8. Serve on committees, subcommittees, or task forces as necessary to advance the work of SBRHT.

Section B: Formation of Subcommittees

The Board of Directors may establish committees, subcommittees, or task forces as it deems necessary to carry out the goals and purposes of SBRHT. The Board shall determine the

composition, scope of authority, and duration of any such committee or task force. Unless expressly authorized by the Board, committees and task forces shall serve in an advisory capacity only.

ARTICLE IV – Meetings

Section A: Regular Meetings

The time and date and location of regular meetings of the Board shall be specified by the Board and may be modified by a majority vote of the Board as required. The meeting schedule shall be furnished to each city following approval. No notice of any regular meeting of the Board of Directors need be given to the individual Directors. SBRHT meeting notice, agenda preparation, and public comment procedures shall comply with the provisions of the Ralph M. Brown Act. Trust staff, or designees, shall prepare meeting agendas and be responsible for all noticing and related administrative requirements,

Section B: Special Meetings

Special meetings of SBRHT may be called by the Chair at any time, provided that notice and agenda requirements comply with the Ralph M. Brown Act.

Section C: Voting

As set forth in the Agreement, every act or decision made by a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors. Notwithstanding, approval for projects receiving funding from SBRHT requires a majority vote of the full Board membership. The Board should endeavor, whenever practicable, to achieve unanimous approval for projects receiving funding from SBRHT. In the absence of a quorum, the Board members present may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment. If all Board members are absent, Board staff may adjourn the meeting to a stated time and place in accordance with section 54955 of the Government Code.

Section D: Voting on Amending SBRHT’s Bylaws, Principles, or Procedures

1. Amendments to SBRHT’s Bylaws, Principles, or Procedures shall be considered at a regular meeting of the Board and shall comply with the provisions of the Ralph M. Brown Act.
2. Any amendment to these Bylaws shall require approval by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall cause minutes of all regular, adjourned regular, and special meetings to be kept and present same for approval by the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by the most recent edition of Rosenberg’s Rules of Order in all cases where such rules are not inconsistent with these Bylaws or applicable law.

Section G: Location of Meetings

Board meetings shall be held at the offices of the South Bay Cities Council of Governments unless another location within the jurisdiction of SBRHT is approved by the Board. All meeting locations must be accessible to the public and suitable for conducting public meetings, consistent with the requirements of the Ralph M. Brown Act.

ARTICLE V – SBRHT Board Code of Conduct

This SBRHT Board Code of Conduct reflects SBRHT’s commitment to the highest standards of ethics, public service, collegiality, and transparency. The standards set forth below represent minimum expectations for conduct. Members of the Board of Directors and any Advisory Board shall act with professional integrity, impartiality, diligence, respect, and accountability. SBRHT shall conduct its business in accordance with all applicable federal, state, and local laws and regulations.

SBRHT shall adopt and maintain a separate Conflict of Interest Code in accordance with the California Political Reform Act. The Conflict of Interest Code, including any amendments, shall be subject to review and approval by the County of Los Angeles as the code reviewing body, pursuant to applicable law.

Section A: Compliance with Governing Documents and Policies

Members of the Board of Directors and Advisory Board shall conduct SBRHT business in accordance with the Joint Powers Agreement, these Bylaws, and all duly adopted policies, including the Conflict of Interest Code and related disclosure requirements.

Section B: Conflicts of Interest

1. Members of the Board of Directors shall comply with the California Political Reform Act (Government Code section 81000 et seq.), including the Levine Act, and all regulations

promulgated thereunder. Members shall also comply with California Government Code section 1090 and all other applicable conflict of interest laws.

2. Members of the Board of Directors are required to file Statements of Economic Interests (Form 700) in the disclosure category designated in the SBRHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and any Advisory Board shall maintain appropriate confidentiality regarding non-public information obtained directly or indirectly through their service to SBRHT. This includes, but is not limited to, information related to funding applications, negotiations, financial data, or other sensitive matters.

Members shall avoid inadvertent disclosure of confidential information through informal or public discussion. Nothing in this section shall be construed to limit transparency required by the Ralph M. Brown Act or the California Public Records Act.

Section D: Gifts and Honoraria

Members of the Board of Directors and Advisory Board shall not solicit or accept gifts, gratuities, favors, honoraria, or other personal benefits intended to influence SBRHT decisions or actions, and shall comply with all applicable state laws governing gifts and honoraria.

Section E: Harassment and Professional Conduct

SBRHT is committed to maintaining a professional and respectful environment. Harassment, defined as unwelcome conduct, comments, gestures, or behavior that is intimidating, offensive, or likely to cause humiliation, will not be tolerated. Violations of this standard may result in appropriate action, including referral to the appointing authority for removal, where applicable.

Section F: Compliance with Laws and Regulations

SBRHT business shall be conducted in a manner that reflects the highest standards of ethical public service and in full compliance with all applicable federal, state, and local laws and regulations.

ARTICLE VI. PUBLIC PARTICIPATION

Section A: Public Comment

Members of the public may address the Board on a particular agenda item and during the general public comment section of the agenda by submitting a written request to Board staff. A person requesting to address the Board will be allowed a total of three (3) minutes per item. A person

giving public comment in a language other than English will be allowed double the amount of time to account for translation. The Chair may, at their discretion, or subject to action by a majority, choose to limit or expand public testimony as necessary to ensure the Board's ability to conduct its business in a reasonably efficient manner.

Section B: Code of Conduct

Members of the public in attendance at Board meetings must conduct themselves in accordance with the following Code of Conduct:

1. Speakers must cease speaking immediately when their time has ended;
2. Public comment on the agenda items must relate to the subject matter of that item;
3. General public comment is limited to subjects within the jurisdiction of the Board;
4. Public comment does not include the right to engage in a dialogue with Board members or staff; Members of the public shall remain respectful of the forum, and refrain from uttering, writing, or displaying profane, personal, threatening, derogatory, demeaning, or other abusive statements toward the Board, any member thereof, staff, or other person;
5. Members of the public should be respectful of the views expressed by speakers, staff, and Board members and refrain from clapping, cheering, whistling, or otherwise disrupting the orderly conduct of the meeting;
6. Any person engaging in conduct that disrupts the meeting is subject to being removed from the Board meeting as described below; and
7. If anyone witnesses conduct or behavior by other members of the public that disrupts their ability to remain engaged or participate in the Board meetings, please notify staff.

Section C: Signs

Any member of the public who brings signs, posters, or other large objects to Board meetings must not block the view of other public members of the audience and may be asked to relocate as necessary.

Section D: Disruptive Conduct; Removal from Meeting Room; Clearing the Room

In accordance with Government Code section 54957.95, at the discretion of the Chair or upon majority vote, the Chair may order the removal of any individual who is willfully disrupting the meeting so as to render the orderly conduct of such meeting unfeasible. Prior to removing an individual, the Chair must warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The Chair may then remove the individual if they do not promptly cease their disruptive behavior. No warning is necessary if the subject behavior constitutes use of force or a true threat of force.

Under Government Code section 54957.9, if any meeting is willfully interrupted by a group or groups of persons rendering the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, it may be ordered that the meeting room be cleared and the meeting can continue in session.

Representatives of the press or any news media, except those participating in the disturbance, must be allowed to attend any session held pursuant to this section. Nothing shall prohibit the Board from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

Disruptive conduct includes, but is not limited to, any of the following acts:

1. Disorderly, contemptuous or insolent behavior toward the Board or any member thereof, actually disrupting the due and orderly course of a meeting;
2. A breach of the peace, boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, or violent disturbance, or any other conduct actually disrupting the due and orderly course of a meeting; or
3. Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board, actually disrupting the due and orderly course of a meeting.

Agenda Item VI-G

Funding Agreement with the
South Bay Cities Council of
Governments for Measure A
Funding

**FUNDING AGREEMENT
BETWEEN THE
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
AND THE SOUTH BAY REGIONAL HOUSING TRUST**

This Funding Agreement (“Agreement”) by and between the South Bay Cities Council of Governments, a joint powers agency (“SBCCOG”) and the South Bay Regional Housing Trust, a joint powers agency (“SBRHT”) is entered into to be effective this May 28, 2026 (“Effective Date”).

RECITALS

A. The SBCCOG membership consists of cities located within the South Bay region of Los Angeles County as well as the County of Los Angeles. The SBCCOG was established to coordinate regional planning, policy development, and program implementation among its member cities.

B. The SBRHT membership is comprised exclusively of cities within the South Bay subregion. The SBRHT Board of Directors shall consist of [11 directors and 11 alternates appointed by each member city together with two (2) additional directors possessing expertise in homelessness or housing policy, who are approved by the SBCCOG City Managers Committee. All members of the SBRHT Governing Board are to be ratified by the SBCCOG Board of Directors.

C. The SBRHT was established to maximize and leverage public and private funding sources to support the development, preservation, and financing of housing for extremely low-, very low-, low-, and as defined in Section 50093 of the California Health and Safety Code, within the South Bay subregion, and to serve as a regional mechanism for addressing the shortage of affordable housing.

D. On November 4, 2024, voters of Los Angeles County approved Measure A, a countywide funding measure intended to support homelessness services and affordable housing programs. Los Angeles County Affordable Housing Solutions Agency (LACAHS) administers funding generated pursuant to Measure A. Pursuant to that certain Memorandum of Understanding between SBCCOG and LACAHS, effective July 1, 2025 (the “LACAHS MOU”), SBCCOG receives allocations of funds derived from Measure A for program implementation within the South Bay subregion (the “Measure A Funds”), which funds are to be used in a manner consistent with Measure A.

E. The SBCCOG has determined that the transfer of certain Measure A Funds to SBRHT is consistent with its role in supporting regional coordination, planning, and implementation of programs addressing issues of regional concern, including homelessness and the provision of affordable housing within the South Bay subregion and that such use shall be in compliance with Measure A requirements and the terms of the LACAHS MOU.

AGREEMENT

1. MEASURE A FUND TRANSFER.

A. SBCCOG agrees to transfer, and SBRHT agrees to accept Measure A Funds remaining from Fiscal Year (25-26) from the Production, Preservation and Ownership (PPO) program and the proportional share of Technical Assistance funds (final amount to be determined after close of the fiscal year and to include accrued interest), and the same categories of Measure A Funds for Fiscal Year (26-27) in the amount of-\$7,934,126 for the purpose of administering Production, Preservation and Ownership (PPO) programs (including technical assistance). Such transfer is contingent upon actual receipt by SBCCOG of the funds from LACAHSAs. In the event the amount of the allocation is greater or less than the amount stated herein, SBCCOG shall transfer the amount actually received for this purpose from LACAHSAs.

B. Upon receipt, SBRHT shall use the Measure A Funds in accordance with the terms, conditions, and restrictions applicable to such PPO funds, including those set forth in the LACAHSAs MOU. SBRHT accepts the Measure A Funds subject to such requirements

2. THIRD PARTY BENEFICIARIES

In entering this Agreement, the parties do not intend, and the Agreement shall not be interpreted to, create any third-party beneficiaries, or provide any right to any person or entity not a party to this Agreement to enforce its provisions.

3. REMEDIES.

In the event either party fails to perform its obligations set forth in this Agreement, the non-defaulting party shall have all remedies available to it under the law, including, but not limited to, specific performance. In the event of any such default the parties shall first attempt to resolve the default, which resolution shall include discussion of a possible extension to the transfer of the funds.

4. POWER AND AUTHORITY.

The parties have full power and authority to enter, execute, deliver, and perform this Agreement and to perform all obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

<signatures on following page>

SOUTH BAY CITIES COUNCIL
OF GOVERNMENTS

SOUTH BAY REGIONAL
HOUSING TRUST

Agenda Item VI-H

Designation of South Bay Cities Council of Governments for Interim SBRHT Management Services

South Bay Regional Housing Trust

AGENDA ITEM: VI-H

April 30, 2026

TO: SBRHT Board of Directors

FROM: Jacki Bacharach, Interim Trust Executive Director

SUBJECT: Interim Trust Management Services

RECOMMENDED ACTION:

APPROVE INTERIM TRUST MANAGEMENT SERVICES - INCLUDING FINANCE/ACCOUNTING AND OTHER ADMINISTRATIVE SERVICES, TO BE PROVIDED BY THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) WITH COSTS REIMBURSED BY THE TRUST AND TO BE RE-EVALUATED NO LATER THAN DECEMBER, 2026.

BACKGROUND:

During December 2025 – April 2026, SBCCOG staff made presentations to the South Bay City Councils to recommend joining the South Bay Regional Housing Trust (“Trust”) Joint Powers Authority (JPA). One of the reasons presented was that the SBCCOG staff was already doing housing trust-like work through its LACAHSAs PPO activities. However, because the SBCCOG was never set up to do housing trust-like work, it made sense to move these LACAHSAs PPO activities into the new housing Trust JPA. Staff also noted that because staff was already doing LACAHSAs PPO work and paid for by that funding source, we did not anticipate any dues the first year of the Trust.

By leveraging existing SBCCOG staff, both the SBCCOG and the Trust can achieve efficiencies of scale. Shared resources would include executive staff, finance/accounting staff, communications staff, and administrative staff. For comparison purposes, the table below shows an analysis of the cost of a staff managed Trust versus a consultant managed trust:

Internal Staff vs Outside Consultant			
Housing Trust Costs			
	Staff	Consultant*	
Executive Director	\$40,000	\$200,000	In Staff model this is 20% of Jacki Bacharach's time
Senior Program Manager	\$83,375	\$87,500	In Staff model this is 50% of Ronson Chu's time
Sector Liaison	\$77,500	\$77,500	Currently employed by SBCCOG
Project Coordinator/Administrator	\$110,000	\$80,000	In Staff model this would be a new hire paid for by LACAHS Admin \$
General Expenses			
Legal Support	\$50,000	\$50,000	
Accounting	\$50,000	\$50,000	
Marketing	\$30,000	\$30,000	
Annual Audit	\$20,000	\$20,000	
Office Supplies	\$3,800	\$3,800	
Bank Fees - Treasury	\$9,100	\$9,100	
Insurance	\$8,200	\$8,200	
Total Housing Trust Admin Costs	\$481,975	\$616,100	
<i>Opportunity Cost to SBCCOG</i>		<i>\$313,375</i>	Not leveraging economies of scale of existing staff
* Consultant costs provided Civic Home			

As shown in the above table, if the Trust were to be run by a consulting firm we believe that the cost would be higher than a Trust run by shared staff – primarily due to the assumption of a separate Executive Director. By leveraging existing SBCCOG staff, both the SBCCOG and the Trust should be able to maintain a lower operating cost structure.

To ensure continuity and timely progress in its existing LACAHS PPO activities, it is recommended that SBCCOG provide management and administrative services using existing staff resources and previously procured contractors. This delegation of staff to the SBCCOG will be brought back to the Trust Board no later than December 2026 for further evaluation and consideration by both the SBCCOG and the SBRHT.

SCOPE OF SERVICES

- **Trust Management Support**
 - Coordinate Board meetings and prepare agenda materials
 - Support Board governance and administrative functions
 - Monitor and facilitate coordination with LACAHS
- **Accounting and Financial Administration**
 - Track expenditures, receipt of funding, and prepare checks
 - Support basic financial reporting and controls
- **Program and Policy Development**
 - Develop foundational policies and procedures
 - Facilitate Board discussions on the Trust Strategic Plan
 - Finalize funding program guidelines
 - Coordinate preparation of a Notice of Funding Availability (NOFA)

- **Oversight of Contractors**
 - **Legal Services**
 - Provide Trust Board meeting oversight
 - Provide legal review and guidance on Trust formation and operations
 - Assist with policy development and contracting
 - **Financial Analysis**
 - Transfer contractors from the SBCCOG doing financial analysis to the Trust
 - Review and evaluate potential development proposals
 - Provide underwriting support and funding recommendations

Agenda Item VI-I

Legal Services and General Counsel

**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
SOUTH BAY REGIONAL HOUSING TRUST
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE

This Agreement is made and entered into as of the 30th day of April, 2026, by and between the South Bay Regional Housing Trust (the “Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all necessary legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on April 30, 2026 and shall continue in full force and effect until terminated in accordance with Section 3.11.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement and in Exhibit A to this agreement, and as otherwise agreed to by the Client and BB&K.

3.3 Designated General Counsel. Lauren Langer shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K’s employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit “A” and in accordance with the BB&K Billing Policies,

both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A declaration page containing information about BB&K's errors and omissions insurance policy is available upon Client's request.

3.10 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.11 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.13 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.18 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client:
Jacki Bacharach
Executive Director
South Bay Regional Housing Trust
2355 Crenshaw Boulevard, Suite 125
Torrance, CA 37476

BB&K:
Lauren Langer
Partner
Best Best & Krieger LLP
300 South Grand Avenue
25th Floor Los Angeles, CA 90071

3.19 Indemnification.

(A) BB&K agrees to indemnify Client its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K’s negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

(B) Client acknowledges BB&K is being appointed as General Counsel and has the authority of that office. Accordingly, the Client is responsible pursuant to Government Code

Section 825 for providing a defense for the General Counsel for actions within the scope of its engagement hereunder. Therefore, Client agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
SOUTH BAY REGIONAL HOUSING TRUST
AND
BEST BEST & KRIEGER LLP**

**SOUTH BAY REGIONAL HOUSING
TRUST:**

By: _____
Chair of the Board

BEST BEST & KRIEGER LLP:

By:  _____
Name: Lauren Langer
Title: Partner

**EXHIBIT A
TO
AGREEMENT FOR GENERAL COUNSEL SERVICES
BETWEEN
SOUTH BAY REGIONAL HOUSING TRUST
AND
BEST BEST & KRIEGER LLP**

SCOPE OF SERVICES:

The Trust is seeking the services of a law firm to serve as General Counsel to the Trust and provide legal guidance on topics including affordable housing lending programs and documents and management of a public government entity with a board of directors and other activities to support the purposes of the Trust (as set out in its Joint Powers Agreement). The General Counsel will provide support in creating various affordable housing finance loan documents including affordability covenants, deeds of trust, promissory notes, and other documents customary in the financing and creation of affordable housing. The General Counsel will also advise on the various program applications and notices of funding availability prepared by other Trust staff to ensure legal compliance and favorable representation of the Trust. General Counsel and Trust staff will negotiate funding documents with applicants prior to closing. Additionally, the General Counsel should advise on the Brown Act and be able to provide guidance on Board Meeting agendas, staff reports, and meeting protocols to ensure compliance.

As part of the Services to be performed hereunder, BB&K shall be responsible for performing legal services that include but are not limited to the following:

- a. Preparation for, and attendance at, regular meetings of the Client;
- b. Provision of legal counsel at such other meetings as directed by the Client;
- c. Preparation or review of Client resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, and other documents as requested by the Client;
- d. Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;
- e. Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;
- f. Performing legal work pertaining to the operation and activities of the Housing Trust, as directed by the Client;

g. Responding to inquiries and review for legal sufficiency of resolutions, contracts, and administrative and personnel matters, as directed by the Client;

h. Any other services requested by the client to support the purposes of the Client (as set out in its Joint Powers Agreement).

i. Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

BILLING ARRANGEMENTS

1. General Counsel Legal Services - Description. These services shall include routine legal services related to Board meetings and general Trust governance including:

- a. the preparation for and attendance at Board meetings,
- b. general governance, Brown Act and compliance advice,
- c. agenda material preparation,
- d. general Public Records Act matters,
- e. conflicts of interest / Political Reform Act / Form 700 guidance,
- f. review of policies, bylaws, resolutions, and
- g. related routine general counsel advice.

2. General Counsel Legal Services - Rates. The Client shall pay for these services at the following hourly rates:

Attorneys	\$325
Paralegals, Law Clerks, Analysts	\$175

3. Special Legal Services - Description. These services include non-routine legal matters that require expertise beyond General Counsel Legal Services, but are not Complex Legal Services, including:

- a. litigation, claims, administrative proceedings, and other adjudicatory matters that are not Complex Legal Services;
- b. labor, employment, personnel, and workplace investigation matters, excluding benefits, retirement, and ERISA matters;
- c. real estate, land use, entitlement, and development matters that are not Complex Legal Services;
- d. drafting, review, and negotiation of non-routine contracts and other non-standard agreements;
- e. housing matters including affordable housing, housing finance, and state housing law matters, including loans, financing, project structuring, loan documents, affordability covenants, regulatory agreements, compliance, and transaction risk;
- f. public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues); and
- g. other matters mutually agreed upon between BB&K and the Executive Director.

4. Special Legal Services - Rates. The Client shall pay for Special Legal Services at the following hourly rates:

Partners & Of Counsel	\$395
Associates	\$340
Paralegals, Law Clerks, Analysts	\$185

5. Complex Legal Services - Description. BB&K offers a wide variety of complex, highly specialized legal services in the event that the Client may need. These areas of service include but are not limited to:

- a. complex litigation, including appeals, writs, class actions, high-risk disputes, and matters involving substantial discovery, motion practice, expert testimony, or multiple parties or agencies;
- b. complex real estate matters, including major acquisitions and dispositions, land assemblage, public-private development structures, and pre-condemnation or condemnation-related matters;
- c. complex land use, entitlement, and development matters, including development agreements, annexations, multi-agency matters, and matters involving unusual regulatory risk;

- d. environmental matters, including CEQA, NEPA, endangered species, hazardous materials, CERCLA, RCRA, and related compliance, enforcement, or remediation matters;
- e. taxes, fees, and charges matters, including Proposition 218, the Mitigation Fee Act, tax allocation issues, and other specialized public finance matters;
- f. tax, employee benefits, retirement, and ERISA matters, including deferred compensation and benefit compliance issues;
- g. renewable energy, infrastructure, and public utility matters involving specialized contracts or state or federal regulatory issues;
- h. state or federal legislative, regulatory, intergovernmental, and agency advocacy matters requiring specialized legal expertise;
- i. complex public finance matters; and
- j. other matters mutually agreed upon between BB&K and the Executive Director.

6. Complex Legal Services – Rates. In the event that the Client needs such complex, highly specialized services, these services will be billed at the following hourly rates:

Partners & Of Counsel	\$475
Associates	\$360
Pension Consultants	\$300
Paralegals, Law Clerks, Analysts	\$200

7. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within Complex Legal Services, Third Party Reimbursable Legal Services, or Public Finance & Bond Services rate categories, BB&K shall seek approval from the Executive Director or designee. The approval of such a request from BB&K shall not be unreasonably withheld.

8. Other Billing Personnel. If, as, and when BB&K employs additional or different billing personnel, this Agreement may be supplemented by written administrative memoranda, providing for the categories and billing rates for such personnel, which memoranda may be approved by the undefined.

9. Annual Adjustments. The above rates will be adjusted annually using the cost of living index. Beginning July 1, 2026, and every July 1 thereafter with advanced written notice, rates shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth Los Angeles- Long Beach-Anaheim, CA area (monthly) provided, however, that such adjustment shall never be lower than three percent (3%), rounded to the nearest five

dollars (\$5.00). In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

10. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party.
11. Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates.
12. Public Finance & Bond Services. BB&K will provide bond counsel, special counsel and/or disclosure counsel services at the request of the Client.

Bond and Disclosure Counsel Services. Such bond counsel services include meeting and conferring with Client's staff and municipal advisor to structure the financing, the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the Official Statement along with other required disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client's request.

Complex Public Finance & Bond Services. Complex legal services may include, but are not limited to, general public finance advice related to items, including but not limited to, investment policies, bond administration, compliance with tax or continuing disclosure covenants, formation of special taxing districts, such as community facilities districts or assessment districts, annexation to special taxing districts, or administration of such districts. Such services shall be provided at our complex rate on an hourly basis and billed as such. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, such as a developer, at BB&K's option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Amendment, as well as the negotiation and preparation of funding agreements and joint financing agreements.

Our administrative processes associated with fees, costs, and billing are described in the memorandum attached to this letter, entitled "Engagement Terms and Policies." You should consider the Engagement Terms and Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.



Lauren Langer
Partner
(310) 220-2176
lauren.langer@bbklaw.com

Engagement Terms and Policies

Introduction

Best Best & Krieger's Engagement Terms and Policies applies to any current or future legal matters handled by Best Best & Krieger, LLP ("BBK") for the individual or entity ("Client") receiving legal services. Except as modified by an engagement letter or any future agreement, it summarizes BBK's billing practices and certain other terms that apply to your engagement with BBK.

The attorney-client relationship works best when there is a clear understanding of fees, expenses, billing, and payment terms. This statement explains BBK's billing policies and procedures. The Client is encouraged to raise any questions about these policies. Questions about a specific bill may be directed to BBK's Accounts Receivable Team at accounts.receivable@bbklaw.com. Any billing arrangements different from those described below will be confirmed in a separate written agreement between Client and BBK.

Notice to Texas Clients

Pursuant to Texas Government Code Section 81.079, Texas attorneys must provide notice to clients of the existence of the grievance process.

This notice can be accessed by accessing the following website: <https://bbklaw.com/texasgrievanceprocess>

Fees for Professional Services

Unless a flat fee is stated in the engagement letter, fees for legal work will be based primarily on the time spent by BBK personnel working on the Client's behalf. In certain circumstances, which will be discussed and agreed upon in writing, fees may also be determined by the complexity of the matter and the experience required of the team handling it. Hourly rates reflect the skill and experience of the attorney or other legal personnel providing services. All legal services are billed in one-tenth of an hour (0.10/hour) increments, equal to six minutes. Hourly rates are disclosed in the applicable agreement you sign with BBK, either as specific rates or as rate ranges. Hourly rates are reviewed periodically, typically on an annual basis. Any adjustments resulting from these reviews will take effect automatically and will apply to all affected clients. This document serves as written notice of such rate changes.

Because legal matters involve many variables, any fee estimates provided by BBK—whether for budgeting purposes or otherwise—are only approximations and are not binding.

BBK may employ non-attorney personnel under the supervision of a BBK attorney when reasonably necessary in the judgment of the responsible attorney. Common non-attorney roles include paralegals, municipal analysts, litigation analysts, paraprofessionals, law clerks, case clerks, specialty consultants, administrative assistants, and research assistants. Rates or rate ranges for these personnel are noted in written agreement between the Client and BBK. No separate charge is made for secretarial or word-processing services; those costs are included in the hourly rates. BBK charges for audit letter responses when these services are required for Client financial matters. Current rates and titles for non-attorney personnel are available upon request.

300 South Grand Avenue 25th Floor Los Angeles, CA 90071
Phone: (213) 617-8100 | Fax: (213) 617-7480 | bbklaw.com

Fees For Other Services, Costs and Expenses

In addition to fees for professional legal services, BBK charges separately for certain other services and expenses used by each client. These charges may include, but are not limited to, mileage at the current IRS-approved rate per mile, document delivery charges, copy/scan/print charges, computerized research, court filing fees, and other court-related costs such as court reporter and transcription fees. BBK may advance costs and incur expenses on Client's behalf on an ongoing basis. These items are separate from attorneys' fees and are billed as out-of-pocket expenses.

BBK provides Electronically Stored Information Support and Storage ("ESI") services for matters with a document population over 1GB—typically litigation or threatened litigation matters. BBK's rates for basic ESI processing and storage are as follows, per month, based on the number of gigabytes ("GB") processed and stored:

Data Volume	Monthly Rate per GB
1GB -250GB	\$10 per GB
251GB - 550GB	\$8 per GB
551GB - 750GB	\$6 per GB
751GB - 1TB	\$4 per GB

These rates allow BBK to recover the costs of providing ESI services, plus a net profit. BBK believes these rates are lower than comparable services offered by third-party vendors. If Client wishes to contract separately with a third-party vendor for ESI processing and storage, written notice should be sent to PracticeSupportServices@bbklaw.com. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for these services is available upon request.

Advance Deposit Toward Fees And Costs

From time to time, BBK may require an advance deposit, the amount of which will depend on the circumstances of the representation and will be discussed with the Client. Additional advances may also be requested if the scope of work expands or significant costs are anticipated.

All advance deposits are held in BBK's client trust account (IOLTA). Monthly invoices will reflect any application of the deposit to fees and/or costs. At the time the Client engages BBK, the Client also authorizes BBK to withdraw funds from the trust account as fees and/or costs are incurred. Any unused balance will be returned to the Client at the conclusion of the matter.

Invoice and Payment Options

BBK issues monthly invoices for legal services and expenses. Each reflects professional fees and other charges for work performed through the prior month, plus expenses processed on Client's behalf. Time entries or expenses may occasionally appear on later invoices. All billed items are valid and payable.

Invoices are delivered through BBK's secure online portal, which also accepts payment. Other payment options appear on each invoice. If a W-9 is required, email accounts.receivable@bbklaw.com. Invoices are due upon receipt, and fees are not contingent on the outcome of any matter. Billing questions should be raised promptly after receipt so they can be addressed quickly. BBK may terminate its engagement and withdraw as attorney of record if invoices are not paid on time.

RESOLUTION NO. 2026-1

A RESOLUTION OF THE BOARD OF THE SOUTH BAY REGIONAL HOUSING TRUST APPOINTING LAUREN LANGER AS GENERAL COUNSEL

The Board of Directors of the South Bay Regional Housing Trust does hereby resolve and order as follows:

Section 1. The Board hereby appoints Lauren Langer as General Counsel for the Housing Trust effective April 30, 2026.

Section 2. Ms. Langer will discharge the duties and exercise the authority of General Counsel for the Trust pursuant to the relevant provisions of the laws of the State of California and the governing documents of the Trust. Ms. Langer will serve at the pleasure of the Board.

Section 3. Ms. Langer will subscribe to the oath of office set forth in Exhibit A to this Resolution.

PASSED, APPROVED AND ADOPTED this 30th day of April, 2026.

Chair of the Board

ATTEST:

Clerk of the Board

Exhibit A

OATH OF OFFICE
California Constitution Article 20, Section 3

I, Lauren Langer, do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Lauren Langer
General Counsel
South Bay Regional Housing Trust
Effective date: April 30, 2026

Agenda Item VI-J
Draft FY 26-27 Budget

South Bay Regional Housing Trust

AGENDA ITEM: VI-J

April 30, 2026

TO: SBRHT Board of Directors

FROM: Jacki Bacharach, Interim Trust Executive Director

SUBJECT: 14-Month Operating Budget

RECOMMENDED ACTION:

APPROVE THE 14-MONTH SOUTH BAY REGIONAL HOUSING TRUST (“TRUST”) OPERATING BUDGET.

BACKGROUND:

In September of 2025, the LACAHSAs Board approve the Transitional Program Guidelines. Since that date, SBCCOG staff has been implementing LACAHSAs Measure A funding, including the Production, Preservation, and Ownership (PPO) funding. With the formation of the Trust and the funding agreement with the SBCCOG which the Trust Board is reviewing and approving at this meeting, an operating budget has been prepared.

The budget covers 14 months - May-June, 2025 and FY26-27. This assumes porting the remaining FY25-26 PPO and corresponding Technical Assistance (TA) funds, plus the full FY26-27 PPO/TA funds:

Revenue	May-June 2025	FY26-27	Funding Source	Notes
PPO	\$5,581,242	\$5,676,440		May-June Revenue represent estimated remaining funds from FY25-26
PPO Flex	\$1,661,279	\$1,671,702		
Technical Assistance (PPO)	\$359,757	\$508,484		
Sector Liaison	\$37,500	\$77,500		
Total Revenue	\$7,639,779	\$7,934,126		
Housing Trust Costs	May-June 2025	FY26-27	Funding Source	Notes
Executive Director	\$16,000	\$40,000	LACAHSA Administration	20% of Jacki Bacharach's time
Department Director	\$13,896	\$83,375	LACAHSA Administration	50% Ronson Chu's time
Sector Liaison	\$11,302	\$67,813	LACAHSA Sector Liaison	50% of Kevin Umana's time
Project Coordinator/Administrator	\$0	\$110,000	LACAHSA Administration	New staff position for Trust
Strategic Consultant	\$32,000	\$150,000	LACAHSA PPO/TA	HR&A, APEX, and any future consulting work
Data Analyst	\$9,375	\$112,500	LACAHSA PPO/TA	Data and grant management reporting to LACAHSA
Software Licenses	\$0	\$36,000	LACAHSA PPO/TA	TBD
Conferences and Training	\$0	\$10,000	LACAHSA PPO/TA	Continuing education
General Expenses				
Legal Support	\$8,333	\$50,000	LACAHSA Administration	General Counsel
Accounting	\$8,333	\$50,000	LACAHSA Administration	SBCCOG finance/accounting staff
Marketing	\$5,000	\$30,000	LACAHSA Administration	SBCCOG communications staff
Annual Audit	\$0	\$20,000	LACAHSA Administration	
Office Supplies	\$633	\$3,800	LACAHSA Administration	
Bank Fees - Treasury	\$1,517	\$9,100	LACAHSA Administration	
Insurance	\$1,367	\$8,200	LACAHSA Administration	
Subtotal	\$107,756	\$780,788		
Unused PPO TA/Admin	\$1,222,488	\$723,715	TA/Administration	Can be reprogrammed for programmatic uses
PPO/Flex Programmatic	\$6,309,534	\$6,429,624	LACAHSA PPO/TA	To be budgeted at a later date
Grand Total Cost and Expenses	\$7,639,779	\$7,934,126		

From the above table, we are carrying over the majority of FY25-26 PPO/TA funds. To date, SBCCOG has only used an estimated \$200,000 of FY25-26 PPO/TA funding – resulting in an estimated \$7,639,779 to be carried over to the Trust. For reference, the \$200,000 has been spent on the evaluation of city submitted projects, staff time attending LACAHSA meetings, and implementation of LACAHSA systems.

For FY 26-27 we are anticipating \$7,934,126 of PPO/TA funding. The total combined 14-month budget is \$15,573,905. The majority of this funding is unallocated program funds - \$12,739,158. Staff will present to Board at a later date projects and programs to fund.

Agenda Item VI-K

LACAHSA Request for Proposals for Technical Assistance

South Bay Regional Housing Trust

AGENDA ITEM: VI-K

April 30, 2026

TO: SBRHT Board of Directors

FROM: Jacki Bacharach, Interim Trust Executive Director

SUBJECT: LACAHSAs Request for Proposals for Technical Assistance: Innovative Housing Solutions to Produce and Preserve Affordable Housing, Protect Renters, and Prevent Homelessness

RECOMMENDED ACTION:

RECEIVE AND FILE

BACKGROUND

LACASHA recently released a Request for Proposal (RFP) for Technical Assistance: Innovative Housing Solutions to Produce and Preserve Affordable Housing, Protect Renters, and Prevent Homelessness. LACAHSAs has allocated \$5 million for this round, with individual awards ranging from \$50,000 to \$500,000. Multiple contracts will be awarded, and the anticipated contract start date is July 1, 2026.

The RFP funds organizations to provide technical assistance to local jurisdictions across six priority focus areas:

- Affordable Housing Preservation, including Naturally Occurring Affordable Housing (NOAH)
- Housing Options for Low-Income Individuals (SROs, board and care, shared housing)
- Mitigation of Federal and State Funding Reductions
- Homeownership, Community Land Trusts, and Asset Building
- Social Housing and Use of Publicly Owned Land
- Streamlining Affordable Housing Development and State Policy Implementation

On behalf of the South Bay Regional Housing Trust, the South Bay Cities Council of Governments submitted three proposals with partner organizations on April 20, 2026. All proposals included a work plan for the initial one-year contract period and clear implementation timeline with key activities, deadlines, and deliverables. The breakdown of the proposals is as follows:

<u>Title of Proposal</u>	<u>Co-Applicant(s)</u>
Build-to-Own: Leveraging LIHTC for Wealth-Building Homeownership Pathways	The Apex Collaborative
Naturally Occurring Affordable Housing (NOAH) Preservation Strategy	HR&A Advisors, Inc. Gateway Cities Council of Governments

Work Plan Development for South Bay Regional Housing Trust	CTY Housing
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PROPOSAL SUMMARIES

Build-to-Own: Leveraging low Income Housing Tax Credit (LIHTC) for Wealth-Building Homeownership Pathways - \$245,000

California’s affordability crisis is widely understood in a renter context—Los Angeles County ranks among the least affordable markets, with 58% of renters cost-burdened and over 90% of households earning under \$50,000 paying more than 30% of their income on housing—but it also reflects a deeper ownership crisis. Homeownership has dropped to 45%, a 53-year low, while home values approach ten times the median income, and 83% of housing built between 2018 and 2024 has been rental, reinforcing a system that produces renters rather than owners and limiting access to intergenerational wealth-building.

An underutilized provision of the federal tax code (Section 42(i)(7) of the Internal Revenue Code) offers a path forward by allowing LIHTC projects to convert to tenant homeownership, with California Tax Credit Allocation Committee regulations enabling a shortened 15-year compliance period when paired with a viable exit strategy, counseling, equity set-asides, and a conversion plan. Although not yet deployed at scale in California, The Apex Collaborative proposes to operationalize this tool through legislative and regulatory analysis, national case studies, a prototype financial model, an implementation roadmap and toolkit, and pilot program design support for Build-to-Own projects.

Naturally Occurring Affordable Housing (NOAH) Preservation Strategy - \$302,500

This proposal represents a multi-jurisdiction technical assistance initiative spanning the Gateway Cities Council of Governments (GCCOG) and the South Bay Regional Housing Trust (SBRHT). Combined, these subregions include 38 cities and close to 3 million residents and comprise approximately 30% of Los Angeles County's population. The South Bay and Gateway Cities contain a proportionally significant share of the county's estimated 320,000 at-risk NOAH units.

By coordinating technical assistance across two COGs, this initiative leverages shared regional challenges to build collective capacity, generate economies of scale, and create a replicable model for subregional housing strategy that LACAUSA can scale countywide. HR&A proposes the development of a Housing Opportunity Roadmap (which can include targeted NOAH identification, site-specific feasibility assessments for properties with expiring affordability covenants, and/or an evaluation of homeownership intervention models suited to each subregion) along with targeted municipal capacity building. At the same time, it introduces shared infrastructure for peer learning and information exchange across both jurisdictions.

Work Plan Development for South Bay Regional Housing Trust - \$181,400

The Trust will seek to address a wide range of affordable housing issues targeting first-time buyers, protecting renters, and producing new homes affordable for diverse populations. CTY’s proposed work plan directly supports these efforts by equipping SBRHT board members and staff with targeted training in affordable housing finance and development, identifying key

policy and programmatic considerations to strengthen feasibility and long-term impact, and mapping the operational infrastructure required to transition from early-stage planning to full program implementation.

Critically, this partnership advances LACAHSAs Capacity Building strategy by developing the institutional, operational, and technical knowledge needed for SBRHT and its member jurisdictions. Many of the SBRHTs member jurisdictions are small cities with limited in-house capacity to independently design, manage, and adapt housing programs over time. By investing in durable skills, governance structures, and implementation tools, this effort will position the SBRHT not only to launch effective programs in the near term, but to serve as a sustainable regional platform for housing delivery, innovation, and resilience.

Prepared by Kevin Umaña, Housing Project Coordinator

Agenda Item VI-L

Regular Meeting Date for SBRHT Board of Directors Meetings

South Bay Regional Housing Trust

AGENDA ITEM: VI-L

April 30, 2026

TO: SBRHT Board of Directors
FROM: Jacki Bacharach, Interim Trust Executive Director
SUBJECT: Selection of Regular meeting date for SBRHT Board of Directors Meetings.

RECOMMENDED ACTION:

SELECT A REGULAR MEETING DATE FOR SOUTH BAY REGIONAL HOUSING TRUST BOARD OF DIRECTORS' MEETINGS. CONSIDER THE 3RD THURSDAY AT 9 AM BASED ON THE RESPONSES.

BACKGROUND:

The SBRHT Board of Directors were surveyed to help determine the best day and time for regular meetings of the Board. The Board was asked generally if morning, afternoon, or evening meetings were preferred, along with availability for Wednesdays and Thursdays each month at 9am, 11am, 3pm, or 6pm. 18 responses were submitted and all favored morning or afternoon meetings over evening meetings. Staff compared the results for specific morning, afternoon, and evenings against other recurring agency meetings (such as SBCCOG, SCAG, LACAHSa, CalCities, Contract Cities, Clean Power Alliance, etc.). The top options based on those results are:

Date/Time	# of votes	Notes
3 rd Thursday at 9am	8	<i>No known recurring conflict</i>
1 st Thursday at 11am	8	<i>SCAG monthly meetings at 9:30 am to 2 pm</i>
1 st Thursday at 9am	8	<i>SCAG monthly meetings at 9:30 am to 2 pm</i>
4 th Thursday at 11am	7	<i>LACAHSa committee meeting at 3pm; SBCCOG Board meeting at 6pm</i>
4 th Thursday at 9am	7	<i>LACAHSa committee meeting at 3pm; SBCCOG Board meeting at 6pm</i>
4 th Wednesday at 11am	7	<i>CalCities Board and Legislative Committee virtual calls at 3:30pm</i>