



Board Report

File #: 2021-0409, File Type: Agreement

Agenda Number: 31.

EXECUTIVE MANAGEMENT COMMITTEE JULY 15, 2021

SUBJECT: PARTNERSHIP FOR HOUSING ACCELERATION

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute a Memorandum of Understanding between the Southern California Association of Governments and Metro for reimbursement of up to \$1,600,000 for work associated with the implementation of the updated Joint Development Policy, the proposed Housing Lab, and accelerating the production of housing through the Joint Development program.

ISSUE

The Board of Directors adopted an updated Joint Development (JD) Policy in June 2021 in order to streamline JD projects, bolster Metro's commitment to affordable housing, and encourage innovation around housing and equity. Housing affordability is a state-wide issue, and the Southern California Area of Governments (SCAG) is funding regional partners to complete planning activities that will accelerate housing production with funds made available by the State of California. The opportunity is well-timed to expedite the implementation of the JD Policy. To that end, SCAG and Metro have negotiated a scope of work in which SCAG will reimburse Metro for up to \$1,600,000 for work associated with the implementation of the updated JD Policy, the proposed Housing Lab, and other work associated with accelerating the production of housing.

BACKGROUND

The JD Policy was updated in June 2021 in order to address the worsening issues of housing undersupply, affordability and homelessness in LA County. The new JD Policy proposes a Housing Lab to encourage innovation around housing and equity, a new methodology for ensuring neighborhood stabilization and housing alignment, and a system of metrics for measuring policy outcomes.

The State of California 2019-20 Budget Act, also known as Assembly Bill (AB) 101, appropriated a new one-time program to fund planning activities that enable regions and jurisdictions to accelerate housing production and meet housing needs established by the Regional Housing Needs Assessment (RHNA). Under the Regional Early Action Planning (REAP) Program, SCAG and other designated councils of governments design their program frameworks for implementation of eligible REAP planning activities supporting regional policy objectives to accelerate housing production.

DISCUSSION

Metro and SCAG staff have developed a scope of work aimed at expediting implementation of key elements of the JD Policy including strategic planning, advanced feasibility studies, community outreach, surveys and metrics, and the Housing Lab. A Memorandum of Understanding (MOU) is required to authorize the formal partnership and scope of work between SCAG and Metro and to facilitate the transfer of grant funds. The grant will pay for two temporary fellowship positions as well as consultant costs to complete the following scope of work:

- A Strategic Plan will identify Metro's JD priorities for the next five to ten years and identify the resources and steps required to accelerate equitable development.
- A Parking and Station Access Strategy will evaluate station access along a transit corridor as a whole, allocating parking holistically to unlock more Metro land for housing
- Advanced Feasibility Studies for specific JD sites will provide additional analysis on market conditions and zoning requirements at the time of site selection.
- Asset Mapping to help Metro better understand opportunities to build on existing community resources in JD projects.
- Neighborhood AMI Methodology will analyze incomes and prevailing market rents for neighborhoods in which projects are proposed, with the goal of delivering units that would be affordable to people who live in the neighborhood.
- A System of Metrics and Housing Dashboard will help to measure the true benefit of transit-oriented housing through an annual tenant survey that would enable JD to track metrics such as transit use, demographic data (as allowed/feasible), and empirical data on the effectiveness of the JD program.
- The Housing Lab will explore housing innovations on a pilot basis to test new methods for achieving outcomes faster, more efficiently, and more equitably. Strategies may include land banking, community land trusts, partnerships to finance preservation or construction of moderate-income housing, modular/ prefab technologies, and alternate typologies such as micro-units and co-housing.

The period of performance under the grant is from the date of execution to June 30, 2023. The MOU requires quarterly and annual reporting along with a project close-out report.

DETERMINATION OF SAFETY IMPACT

The recommended action will not have any direct impact on safety.

FINANCIAL IMPACT

The recommended action has been budgeted in the 2022 Fiscal Year and will be reimbursed by the SCAG REAP Program. Since this is a multiyear program, the Chief Planning Manager, Project Manager, and Cost Center Manager will be responsible and accountable for budgeting the remaining program funds in subsequent fiscal years. The 2022 Fiscal Year funds will be programmed in the Joint Development Cost Center, 2210, in Project 610011. A new Task Number will be created to track the programmed funds.

Impact to Budget

The source of funds for the Housing Lab are provided by SCAG through the REAP Program and are not eligible for bus/rail operations or capital expenses. The recommended action will have no impact on the 2022 Fiscal Year budget.

EQUITY PLATFORM

One of the most powerful ways Metro can improve Angelenos' access to opportunity is by leveraging Metro property for housing and other community benefits. Funding through the SCAG grant will accelerate Metro's delivery of housing and community benefits under the updated Joint Development Policy.

The Partnership for Housing Acceleration aims to accelerate delivery of income-restricted housing throughout LA County as means to alleviating the structural inequities that are exacerbated by the regional housing shortage. The strategic planning efforts will also prioritize the needs of historically underserved communities by prioritizing the JD work program according to equity focus communities, communities at risk of gentrification, and areas with greater access to opportunity. Consistent with the JD Policy, projects that are prioritized through the strategic planning effort will be carefully considered and designed in partnership with the surrounding community, to elevate projects that will uplift and enhance communities and, as much as possible, reduce historic burdens or harm.

Community outreach and asset mapping will be prioritized in the work, with the goal to proactively avoid any potential negative consequences to communities. The Neighborhood AMI methodology, introduced in the adopted Joint Development Policy, combined with this Partnership strategic planning will facilitate, prioritize low-income communities and communities of color and seek to providing housing units that are accessible to the pre-existing communities in which projects are built and to stabilize rather than gentrify neighborhoods. Data collection and reporting will verify the impacts of the work and allow for iterative changes to focus benefits for marginalized groups.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The partnership for housing acceleration is fulfilling Strategic Plan Goal 3.2 by seeking to catalyze TOCs with affordable housing and stabilize neighborhoods, and Goal 3.4 by playing a leadership role in addressing homelessness.

NEXT STEPS

Staff will finalize and negotiate the attached form of MOU, set up accounting and reporting procedures consistent with the MOU requirements, and seek to fill the fellowship positions.

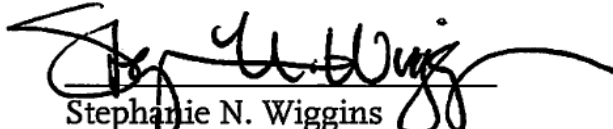
ATTACHMENTS

Attachment A - REAP Funding Memorandum of Understanding

Prepared by: Marie Sullivan, Manager, Countywide Planning & Development, (213) 922-2556
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Reviewed by: James de la Loza, Chief Planning Officer, (213) 922-2920



Stephanie N. Wiggins
Chief Executive Officer

MEMORANDUM OF UNDERSTANDING

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

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: Los Angeles County Metropolitan Transportation Authority

Total Amount of Federal Funds Obligated to the Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to the Sub-Recipient: \$1,600,000

Total Amount of the Sub-Award: \$1,600,000

Subaward Period of Performance Start Date: September 3, 2021

Subaward Period of Performance End Date: June 30, 2023

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Subaward Project Title: PARTNERSHIP FOR HOUSING ACCELERATION - REGIONAL EARLY ACTION PLANNING (REAP) GRANT PARTNERSHIPS AND OUTREACH

Subaward Project Description: 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 Los Angeles County jurisdiction.

Metro's Joint Development (JD) portfolio will grow rapidly over the next decade with the acquisition of properties for new transit lines throughout LA County. It is anticipated that more than 40 new sites will join the JD portfolio, effectively doubling its size. This large influx of sites represents a key opportunity to build up to 10,000 units of transit-adjacent housing, but will require robust, strategic planning to accelerate the delivery of units as these sites come online.

Support for planning and process improvements is needed within the JD team to ensure that Metro is able to develop and implement a strategic plan to accelerate the delivery of affordable housing on its incoming properties. In support of these efforts, Metro JD proposes two, two-year fellowship positions, one at a senior level, (the Senior Fellow) and one at a junior level (the Junior Fellow), as well as consultant support providing technical and strategic advisory services as needed.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND Los Angeles County Metropolitan Transportation Authority FOR Partnership for Housing Acceleration

(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 Los Angeles County Metropolitan Transportation Authority (“Sub-Recipient”), for the Partnership for Housing Acceleration, 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, 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, SCAG, for the benefit of the Project, 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 state funds for the Project as detailed in Section 5 (Funding Requirements) (“Grant Funds”). The Grant Funds include funding to be utilized by SCAG for the procurement of the Consultant, and for payments to the Consultant under SCAG’s contract with the Consultant. Section 6 (Compensation) specifies the amount of Grant Funds to be provided directly to Sub-Recipient.

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 shall perform its duties under the Scope of Work and under this MOU, 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. SCAG intends to use state funds to meet its funding obligations described herein.
- c. The Sub-Recipient shall use the Grant Funds to perform its duties 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. The Sub-Recipient has requested that SCAG procure a Consultant for the benefit of the Project. SCAG will enter into a contract with the selected Consultant.
- e. If SCAG is able to contract for services at a lower cost than outlined in Sub-Recipient's Subregional Partnership Program application and approved Scope of Work budget, including any contingency retained by SCAG for Consultant costs, 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.
- f. 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.
- g. The Sub Recipient's Scope of Work includes, but is not limited to, the following activities that shall be carried out in coordination with SCAG.
 - i. Draft all scopes for the Project work;
 - ii. Act as Project manager (PM) point of contact for procurements (with SCAG Analyst);
 - iii. Write and negotiate the final Task Order/Notice to Proceed for the Consultant;
 - iv. Direct the work of the Consultant;
 - v. Review and approve Consultant invoices prior to submission to SCAG;
 - vi. Reporting/invoicing as necessary.
- h. Following execution of the contract between the SCAG and the Consultant, the Sub-Recipient shall be responsible, in consultation with SCAG, for overseeing and managing the Consultant's activities in performing the Scope of Work, and the Consultant's compliance with its obligations under the Consultant's contract with SCAG. 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.
- j. In the event that the Sub-Recipient believes an amendment to the Consultant contract is required, the Sub-Recipient shall notify SCAG's Project Manager in writing of the recommended changes and basis therefor. Any decision to amend the Consultant contract shall be made by SCAG, in its sole discretion. Sub-Recipient shall have no authority to promise or execute any such amendment, and Sub-Recipient shall not make any representations to the Consultant regarding a proposed amendment.

- k. The Sub-Recipient shall provide SCAG with quarterly reports and a final report as specified in Section 7 of this MOU.
- l. 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:

Wells Lawson
Deputy Executive Officer, Joint Development
(213)-922-7217
LawsonW@metro.net

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 one million six hundred thousand Dollars (\$1,600,000), which amount includes the funds to be paid by SCAG to the Consultant. SCAG shall not be obligated to make payments for any Project costs that exceed one million six hundred thousand Dollars (\$1,600,000).

- b. SCAG reserves the right, in its sole discretion, to discontinue funding the Program and terminate the contract as described in Section 22 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. Compensation

- a. The maximum amount payable to Sub-Recipient under this Agreement, including all expenses, shall not exceed \$1,600,000, subject to Sections 3 (Term) and 5 (Funding Requirements) of this Agreement. SCAG shall not be obligated to make payments to Sub-Recipient under this Agreement for any costs that exceed the foregoing sum.
- b. This is a Lump Sum with Milestone/Progress Payment Agreement. Sub-Recipient shall be paid based upon completion of deliverables as outlined in the Scope of Work Approval Form.

7. 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 has performed the services made pursuant to the Scope of Work, and as direct payments to the Consultant under SCAG's contract with the Consultant. All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov (file cannot exceed 10MB) and SCAG Project Manager.
- b. Not less frequently than once in every month, the Sub-Recipient shall submit an invoice to SCAG using the Invoice Report, attached hereto and incorporated herein by this reference and subsequently herein referred to as "Exhibit B." SCAG shall reimburse the Sub-Recipient for paid Staff charges. 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 a proof of the payments.
- c. The Invoice Report shall include the following information:
 - 1) Names of Sub-Recipient personnel performing Project 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 timesheets showing charges to the Project; 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 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 following link: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. 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 C" 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.

8. Accounting Records

- a. The Sub-Recipient 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 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 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.
 - i. 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.
 - ii. The Sub-Recipient shall be responsible for maintaining accounting records as specified above.
- d. SCAG's contract with the Consultant will include the accounting requirements contained in this section, and Sub-Recipient shall assist with ensuring compliance by the Consultant with such requirements.

9. 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. 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 9d.
 - 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 oversee Consultants' performance. The agreement between SCAG and the Consultant 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.

10. 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, SCAG’s contract with the Consultant shall require that 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.

11. 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.

12. 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: Wells Lawson

Deputy Executive Officer, Joint Development
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
(213)-922-7217
LawsonW@metro.net

13. Insurance

The Sub-Recipient, at its 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 13 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 13. The minimum required insurance coverage required by SCAG is set forth below unless otherwise waived by SCAG, in its sole discretion. SCAG shall, in its contract with the Consultant, require that the Consultant provide insurance as specified in this section, and as further detailed in subparagraph (g) below.

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. This policy is only required to be provided by the Consultant.

b. Minimum Limits of Insurance – The Sub-Recipient 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 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, products and completed operations of the Sub-Recipient; 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 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 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 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 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.
- g. Consultant Insurance Requirements- SCAG shall require that the Consultant provide insurance in the types and amounts as specified above. SCAG shall require that the Consultant name the Sub-Recipient as an additional insured and provide the above specified endorsements in favor of Sub-Recipient as well as in favor of SCAG.

14. 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.
- b. SCAG shall require that the Consultant provide indemnification for Sub-Recipient to the same extent as SCAG, in the contract(s) between SCAG and the Consultant for work related to this Agreement.

15. Records Retention and Audits

- a. The Sub-Recipient shall maintain all source documents, books and records connected with the Project 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 has 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 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. SCAG shall include this records retention requirement in its contract with the Consultant.
- 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.

16. General Terms and Conditions

- a. The Sub-Recipient 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 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

17. 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.

18. 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.

19. Independent Contractor

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

20. 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.

21. 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 22.

22. 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 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Survival

The following sections survive expiration or termination of this MOU:

Section 10 (Electronic Version of Work Products)

Section 14 (Indemnification)

Section 20 (Disputes)

28. 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.

29. 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.

30. Standard of Care

The Parties 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.

31. Force Majeure

Neither the Sub-Recipient nor SCAG shall be liable or deemed to be in default for any delay or failure in performance under this MOU and Consultant shall not be liable under its contract with SCAG for 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.

32. 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.

33. Effective Date

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

34. 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.

35. 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-00x-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 _____

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
 (“LACMTA”)**

By: _____
Holly Rockwell
Senior Executive Officer
Date _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Michelle Acosta
Senior Deputy County 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>.

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
☐ 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.)



Date: June 29, 2021
Page 27



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?	☐ no ☐ yes ___ total number of consultant firms expected for projects
Agency expected to procure consultant	☐ subregional partner ☐ SCAG ☐ Other, please specify:
Agency expected to administer or implement project or activity*	☐ subregional partner ☐ SCAG ☐ Other, please specify:
Which agency will be directly paying consultant invoices?	☐ subregional partner (SCAG will reimburse the subregional partner) ☐ SCAG
Does this project require adoption or approval by a local decision-making body for implementation?	☐ no ☐ 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.



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

Invoice Report Format

Use Agency Letterhead										
SAMPLE Email invoice to: accountspayable@scag.ca.gov Cindy Giraldo Chief Financial Officer Southern California Association of Governments 900 White Blvd., Ste 1700 Los Angeles, CA 90017				INVOICE					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: CITY OF TBD Address City/State/ZIP										
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.										
_____ Signature of an Authorized Official				_____ Title						
_____ Full Name of An Official who is authorized to legally bind the Organization				_____ Date						

Exhibit C

Report Template



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

Subrecipient: _____

Reporting Period Please check the appropriate reporting period.

☐ Quarterly Report ☐ Annual Report ☐ Final Report
☐ Jan-Mar ☐ Apr-Jun ☐ Jul-Sep ☐ Oct-Dec ☐ 2021 ☐ 2022 ☐ 2023

Date Submitted: _____

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

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

Signature _____ Date _____

Signature _____ Date _____

Report Received by SCAG Date: _____



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.
☐ Task Completed ☐ Deliverable Attached <i>Description of progress:</i>						
2.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached <i>Description of progress:</i>						
3.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached <i>Description of progress:</i>						
4.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached <i>Description of progress:</i>						
5.						Click or tap to enter a date.



Regional Early Action Planning (REAP) Grant
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Task and sub-tasks	Staff/Consultant/Both	Estimated cost	Begin date	End date	Deliverable	Deliverable Completion Date
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
6.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
7.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
8.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
9.						Click or tap to enter a date.
☐ Task Completed ☐ Deliverable Attached	Description of progress:					
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.

☐ **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.



Partnership for Housing Acceleration

Planning & Programing Committee

July 14, 2021

Legistar File #2021-0409

Recommended Action



AUTHORIZE the Chief Executive Officer to execute a Memorandum of Understanding between the Southern California Association of Governments and Metro for reimbursement of up to \$1,600,000 for work associated with the implementation of the updated Joint Development Policy, the proposed Housing Lab, and accelerating the production of housing through the Joint Development program.

Background

- Updated Joint Development (JD) Policy adopted June 2021
- JD Policy Goal:
Create high-quality homes, jobs, and places near transit for those who need them most, as soon as possible.
- SCAG Regional Early Action Planning (REAP) program provides funding to help meet Regional Housing Needs Assessment (RHNA) allocations.
- SCAG and Metro JD have identified a scope of work for \$1,600,000 of REAP funding over the next two years to accelerate JD housing.



Scope of Work



JD Policy Value

Equity &
Inclusion

Access

Performance

Innovation

Housing Accelerator Tasks

Neighborhood
AMI
Methodology

Parking and
Access Studies

Advanced
Feasibility
Studies

Housing Lab

Community
Asset Mapping

Community
Outreach

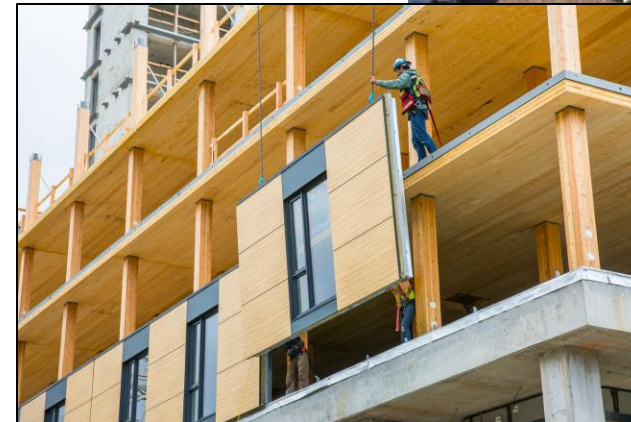
Metrics and
Dashboard

Industry
Knowledge
Share

Potential Housing Lab Elements



- Land banking
- Community land trusts
- Public-private financing partnerships
- Preservation strategies
- Modular and prefabricated units
- Micro-units and co-housing
- Mass timber Construction



Next Steps

- Execute 2-year MOU
- Hire Fellows
- Retain consultants as needed
- Launch Housing Lab in 2022