

**AMENDMENT NO. 01**  
**MEMORANDUM OF UNDERSTANDING**  
**No. M-017-21**

**SCAG Overall Work Program (OWP) No:** 300-4889Y0.01

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

**CFDA Number and Name:** N/A

**Federal Award Identification Number (FAIN) No:** N/A

**Federal Award Date:** N/A

**Total Amount of the Federal Award:** N/A

**Federal Award Project Description:** N/A

**Federal Awarding Official:** N/A

**Sub-Recipient Name:** SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

**Sub-Recipient's UEI No:** N/A

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

**Total Amount of Non-Federal Funds Obligated to the Sub-Recipient:** \$634,380

**Total Amount of the Sub-Award:** \$634,380

**Subaward Period of Performance Start Date:** September 3, 2020

**Subaward Period of Performance End Date:** December 31, 2023

**Type of Contract:** Project Specific

**Method of Payment:** See Section 6 of this MOU

**Project R&D:** N/A

**Indirect Cost Rate for the Federal Award:** N/A

**Subaward Project Title:** SBCCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach

**Subaward Project Description:** SBCCOG Regional Early Action Planning (REAP) Grant Partnerships and Outreach will utilize REAP funding to implement planning projects to further the development of housing within the SBCCOG jurisdiction.

**AMENDMENT NO. 01  
SCAG MEMORANDUM OF UNDERSTANDING  
No. M-017-21**

**BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)  
AND SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)  
FOR SBCCOG REAP GRANT PROGRAM IMPLEMENTATION**

(SCAG Project/OWP No. 300-4889Y0.01)

This Amendment No. 01 (“Amendment”) to the Memorandum of Understanding No. M-017-21 (“MOU” or “Agreement”) is by and between the **Southern California Association of Governments** (“SCAG”) and the South Bay Cities Council of Governments (SBCCOG) (“Sub-Recipient”), for SBCCOG REAP Grant Program Implementation, 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 and the Sub-Recipient are parties to that certain Agreement dated June 8, 2021;

WHEREAS, Section 10 of the Agreement permits the parties to amend the Agreement through written amendment;

WHEREAS, California Senate Bill 197 amended the expenditure deadline for the Local Government Planning Support Grants Program and requires each recipient of funds under the Local Government Planning Support Grants Program to expend the funds no later than December 31, 2024;

WHEREAS, SCAG has realized cost savings in implementing the REAP 1.0 programs and is shifting the cost savings to the Subregional Partnership Program;

WHEREAS, the original agreement dated June 8, 2021, awarded Six Hundred and Three Thousand Dollars (\$603,000) based on the Sub-Recipient’s estimated RHNA allocation;

WHEREAS, the revised amount awarded to the Sub-Recipient became Six Hundred Four Thousand and One Hundred Seventy-One Dollars (\$604,171) based on the adopted Sixth Cycle RHNA allocation;

WHEREAS, the Sub-Recipient is eligible for up to an additional five percent (5%) funding;

WHEREAS, the additional five percent (5%) funding may only be used for program management or approved tasks as identified in the executed Scope of Work Approval form, it may not be used for administrative costs and is subject to conditions as communicated from SCAG to Sub-Recipient; and

WHEREAS, the purpose of this Amendment No. 01 is to extend the period of performance to December 31, 2023, to extend the term of this Agreement to December 31, 2023, change program management, and to increase the funding award by five percent (5%) to include up to Thirty Thousand Two Hundred and Nine Dollars (\$30,209) for program management or approved tasks, for a total award of up to Six Hundred Thirty-Four Thousand Three Hundred and Eighty Dollars (\$634,380) to the Sub-Recipient.

**NOW THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. Section 2b. (Scope of Work) is amended to read as follows:**

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 Projects, up to the maximum amount of Six Hundred Thirty-Four Thousand Three Hundred and Eighty Dollars (\$634,380). SCAG intends to use state funds to meet its funding obligations described herein.

**2. Section 3 (Term) is amended to read as follows:**

The Term of this Agreement shall begin on the Effective Date of the Agreement and continue until December 31, 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. All consultant work must be completed by December 31, 2023, and all invoices and reports related to the Project must be received by SCAG from Sub-Recipient by January 21, 2024.

**3. Section 5a. (Funding) is amended to read as follows:**

SCAG's contribution to the Project is funded wholly with state REAP Program funds, in an amount not to exceed Six Hundred Thirty-Four Thousand Three Hundred and Eighty Dollars (\$634,380). SCAG shall not be obligated to make payments for any Project costs that exceed Six Hundred Thirty-Four Thousand Three Hundred and Eighty Dollars (\$634,380). SCAG shall not be obligated to pay for any increase in Project costs which exceeds SCAG's obligated funding amount. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to the REAP Program. SCAG shall only be obligated to make payments to the Sub-Recipient from REAP Program funding that SCAG actually receives and only for work performed as part of the Scope of Work regarding the Project, up to the maximum amount of Six Hundred Thirty-Four Thousand Three Hundred and Eighty Dollars (\$634,380).

**4. Section 4b. Program Management is amended to update for SCAG as follows:**

For purposes of this MOU, SCAG designates the following individual as its Project Manager:  
Gwendy Silver  
SCAG SRSP Program Manager  
(818) 324-2633  
silver@scag.ca.gov

**5. Section 6i. (Invoices and Progress Reports) is amended to read as follows:**

As each project is finalized, and no later than January 21, 2024, 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.

**6. Section 6j. (Invoices and Progress Reports) is amended to read as follows:**

On all documents submitted to SCAG for the Projects, including Invoices, Quarterly Reports, Annual Reports, and Close Out Form, the Project Number (OWP No. 300-4889Y0.01) shall be referenced from the Effective Date through December 31, 2023.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

**[Signatures on Following Page]**

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**SIGNATURE PAGE TO  
AMENDMENT NO. 01  
MEMORANDUM OF UNDERSTANDING  
No. M-017 -21**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the dates indicated below:

**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Cindy Giraldo  
Chief Financial Officer

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Jeffery Elder  
Senior Deputy Legal Counsel

**SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) (“Sub-Recipient”)**

By: \_\_\_\_\_ Date \_\_\_\_\_  
John Cruikshank  
Chair

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Jenkins  
Legal Counsel