



Orange County Council of Governments

AGENDA

Orange County Council of Governments
Board of Directors Meeting

June 23, 2022 at 10:30 AM

As set forth in Orange County Council of Governments Bylaws and Joint Powers Agreement - the Orange County Council of Governments is a voluntary agency established to serve as a sub- regional organization to the Southern California Association of Governments representing Orange County on mandated and non-mandated regional planning activities, to provide a vehicle for Members to engage cooperatively on such activities, and to conduct studies and projects designed to improve and coordinate common governmental responsibilities and services on an area-wide and regional basis.

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which allows attendance by the OCCOG Board of Directors, OCCOG staff/consultants, and the public to participate and conduct the meeting by teleconference, videoconference, or both. Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the OCCOG Board, are invited to call in using the teleconference information stated below or, alternatively, may submit electronic written comments to kathryn@occog.com. If you do not have access to email, you may also call the Board Clerk at (949) 357-3342 before 9:00 a.m. on June 23, 2022, to submit your comments over the phone.

If you would like to participate and speak via the teleconference, please use the following link:

Join Zoom Meeting

<https://us06web.zoom.us/j/88085115417?pwd=K2R3TDN3NzBOM1N4UytHelZITjU1dz09>

Meeting ID: 880 8511 5417

Passcode: 427308

One tap mobile

+16699006833,,88085115417# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 880 8511 5417

Find your local number: <https://us06web.zoom.us/j/88085115417?pwd=K2R3TDN3NzBOM1N4UytHelZITjU1dz09>

In compliance with the Americans with Disabilities Act, if you require a reasonable accommodation to participate in this meeting, please contact the Board Clerk at (949) 357-3342 at least 48 hours prior to the advertised starting time of the meeting. Any documents produced by the Board and distributed to a majority of the Board regarding any item on this agenda will be posted on the Board's website at <https://www.occog.com/>. For all other questions, please call the Board Clerk at (949) 357-3342.



Zoom Format Only

1 (669) 900-6833 Meeting ID Number: 880 8511 5417

Password: 427308 - 10:30 a.m. to 12:30 p.m.

Board Members (Voting)

District 13 Chair Wendy Bucknum

County of Orange SCAG Representative Vice Chair Donald Wagner

District 12 Fred Minagar

District 14 Tammy Kim

District 15 Diane Dixon

District 16 Phil Bacerra

District 17 Letitia Clark

District 18 Kim Nguyen

District 20 Joe Kalmick

District 21 Art Brown

District 22 Marty Simonoff

District 64 Mike Posey

Cities-at-Large Rose Espinoza

Independent Special Districts of Orange County (ISDOC) Mike Schaefer

Orange County Sanitary District (OCSA) David Shawver

Orange County Transportation Authority (OCTA) Brian Goodell

South Coast Air Quality Management District (SCAQMD) Carlos Rodriguez

Transportation Corridor Agency (TCA) Scott Voigts

Ex-Officio Members (Non-Voting)

Anaheim Resort Transportation (ART) (Ex-Officio) Diana Kotler

Association of California Cities, Orange County (ACC-OC) (Ex-Officio) Bruce Channing

Business Community (OCBC) (Ex-Officio) Jennifer Ward

Caltrans District 12 Ryan Chamberlain

League of California Cities, Orange County, (LOCC-OC) (Ex-Officio) Tony Cardenas

Orange Co. Local Agency Formation Commission (OC-LAFCO) (Ex-Officio) Carolyn Emery

Non-Profit Housing Community (Ex-Officio) Helen O'Sullivan

Private Sector (Ex-Officio) Adam Wood

University Community (Ex-Officio) Amanda Hughes

Vacant

County-at-Large



AGENDA

June 23, 2022 at 10:30 AM

Agenda Descriptions

The agenda descriptions are intended to provide members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Board of Directors may take any action deemed to be appropriate and is not limited by the notice of the recommended action.

Public Comments on Agenda Items

Members of the public wishing to address the Board of Directors regarding any item appearing on the agenda may do so by completing a Speaker Card and submitting it to the Clerk of the Board. Speakers will be recognized by the Chair at the time the agenda item is considered. A speaker's comments shall be limited to three minutes.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.occog.com

Accessibility

Any person with a disability requiring a modification or accommodation in order to participate in this meeting should contact the Clerk of the Board at (949) 357-3342, no less than three business days prior to this meeting to enable the Orange County Council of Governments to make reasonable arrangements to assure accessibility to this meeting.

Call to Order

Roll Call

Pledge of Allegiance

Public Comments

Members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors; however, action may not be taken on matters that are not listed on the agenda unless authorized by law. Comments shall be limited to three minutes per speaker, unless different time limits are set by the Chairman, subject to the approval of the Board of Directors.



1. Approve AB 361 Resolution

Fred Galante, OCCOG General Counsel

Recommended Action: *Adopt Resolution No. 0021-10 authorizing the continued use of remote teleconference meetings by the OCCOG Board, as authorized by Government Code Section 54953(e) et seq., for the extended period of June 23, 2022 through July 23, 2022.*

Consent Calendar (Item Nos. 2 - 3)

All matters listed under the Consent Calendar are routine and will be enacted by one vote without separate discussion unless Members of the Board, the public, or staff request specific items be removed for separate action or discussion.

2. Approval of Meeting Minutes for May 26, 2022, Regular Meeting

Kathryn Morrison, OCCOG Clerk of the Board

Recommended Action: *Receive and file the minutes as amended or presented.*

3. OCCOG Financial Reports for May of 2022

John Hanson, OCCOG Treasurer

Recommended Action: *Approve financial report.*

Action Items

4. Legislative Update

Wendy Strack, OCCOG Legislative Consultant

Recommended Action: *Approve the following recommended positions on legislation: Oppose AB 2334, SB 897, SB 932, and SB 1067. Review amendments to AB 1944 and AB 2449 and consider changing existing positions or taking new positions on these bills. Consider taking positions on any bills contained in Attachment B.*

5. Approval of MOU with County of Orange and Participant Agreements for Orange County Data Acquisition Partnership (OCDAP) Cycle 2

Deborah Diep, Center for Demographic Research

Recommended Action: *Authorize OCCOG Executive Director to sign MOU with County of Orange to invoice for the Orange County Data Acquisition Partnership (OCDAP) Cycle 2 and to sign separate Participation Agreements with interested agencies for the OCDAP Cycle 2.*

6. Approval of Agreement with Pictometry to extend Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNECTExplorer online platform

Deborah Diep, Center for Demographic Research



AGENDA

June 23, 2022 at 10:30 AM

Recommended Action: *Authorize OCCOG Executive Director to execute Agreement with Pictometry to extend the Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNECTExplorer online platform for one year through June 30, 2023.*

7. Authorize Executive Director to enter into Task Order Agreements with approved On-Call Services (OCS) Consultants for REAP-related planning support for member jurisdictions

Michelle Boehm, OCCOG REAP Manager and Marnie Primmer OCCOG Executive Director

Recommended Action: *Authorize the Executive Director, in consultation with General Counsel, to enter into Task Order Agreements with one, or all, of the six (6) OCS consultants approved by the OCCOG Board at the April 28, 2022, Board Meeting. Task Order Agreements are for services to support member jurisdictions with Housing Element and Zoning updates required by current State Law, and other associated activities that increase the number of housing units, comply with all REAP fund grant requirements, and can be completed by June 15, 2023.*

8. Approval of 2022-2025 Strategic Plan

Marnie O'Brien Primmer, Executive Director

Recommended Action: *Approve the 2022-2025 OCCOG Strategic Plan as presented or amended.*

9. Approval of Fiscal Year 2022-23 Work Plan

Marnie O'Brien Primmer, Executive Director

Recommended Action: *Approve the 2022-2023 OCCOG Work Plan as presented or amended.*

10. Approval of Fiscal Year 2022-2023 OCCOG Budget

Marnie O'Brien Primmer, OCCOG Executive Director

Recommended Action: *Approve the 2022-2023 OCCOG Budget as presented or amended.*

11. Approve OCCOG Support Services Contracts and Amendments for FY 2022-23

Marnie O'Brien Primmer, OCCOG Executive Director

Recommended Action: *Approve contract agreements and amendments for FY 2022-23 with OCCOG contract staff as presented or amended.*

Presentation

12. Sustain SoCal Presentation

Scott Kitcher, President & CEO – Sustain SoCal

Recommended Action: *Receive and file.*



AGENDA

June 23, 2022 at 10:30 AM

OCCOG Leadership Reports

13. Chair's Report

Wendy Bucknum, OCCOG Chair

14. Executive Director's Report

Marnie O'Brien Primmer, OCCOG Executive Director

Brief Reports

This section is set aside for brief reports or presentations from listed agencies. Speakers are requested to keep their comments brief. Any speaker wishing to provide a more detailed discussion should request the discussion be placed on the agenda at a future meeting.

- **OCCOG Technical Advisory Committee**
Justin Equina, Technical Advisory Committee Chair
- **Southern California Association of Governments**
Jonathan Hughes, Regional Affairs Officer, SCAG
- **South Coast Air Quality Management District**
Carlos Rodriquez, OCCOG Director; Debra Ashby, Senior Public Information Specialist SCAQMD;
Link to May/June/July edition of SCAQMD Advisor Newsletter:
<http://www.aqmd.gov/home/research/publications/advisor-archive/current-edition>
- **Board Member Reports**
- **Member Agency Reports**
- **Staff Member Report**

Future Agenda Items

Adjournment of Regular Meeting

The next OCCOG Regular Meeting will be on August 25, 2022, at a place to be determined, pending state and local public health orders in force at the time of the meeting.



AGENDA ITEM # 1

Resolution authorizing the use of remote teleconference meetings by the Board

STAFF RECOMMENDATION

Adopt Resolution No. 00021-10 authorizing the continued use of remote teleconference meetings by the OCCOG Board, as authorized by Government Code Section 54953(e) et seq., for the extended period of June 23, 2022 through July 23, 2022.

SUMMARY

On March 4, 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus, including modification of certain requirements created by the Ralph M. Brown Act (Brown Act), the state's local agency public meetings law. The orders waived several requirements, including provisions in the Brown Act requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting.

At this time, due to a variety of factors related to the circumstances of the State of Emergency, including the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, it is recommended that the OCCOG Board meetings be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e), as meeting in person would present an imminent risk to the health or safety of meeting attendees due to the aforementioned reasons.

Approval of this item finds that, as a consequence of the State of Emergency, the OCCOG Board meetings shall continue to be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e) et seq. and will allow for observation and participation by the Board Members and the public via Zoom teleconferencing and phone access.

If approved, this authorization will remain valid for 30 days and per Government Code section 54953(e), and will need to be revisited every 30 days thereafter.

ATTACHMENTS

- OCCOG Board of Directors Resolution 00021-10



Orange County Council of Governments

STAFF REPORT June 23, 2022

STAFF CONTACT

Fred Galante
OCCOG General Counsel
(949)250-5410
fgalante@awattorneys.com

RESOLUTION NO. 00021-10

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY COUNCIL OF GOVERNMENTS ACKNOWLEDGING THE CONTINUED EXISTENCE OF THE GOVERNOR'S STATE OF EMERGENCY DECLARATION AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF DIRECTORS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE PERIOD OF JUNE 23, 2022 THROUGH JULY 23, 2022

RECITALS

WHEREAS, the Orange County Council of Governments (OCCOG) is committed to preserving and nurturing public access, transparency, observation and participation in meetings of the OCCOG Board; and

WHEREAS, all meetings of the OCCOG Board are open and public, as required by the Ralph M. Brown Act, codified in Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the OCCOG Board and conduct its business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), codified in Government Code sections 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding teleconferencing, subject to the existence of certain conditions; and

WHEREAS, the initial required condition is that a state of emergency is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the OCCOG, caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, Government Code section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the OCCOG finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, the OCCOG Board hereby acknowledges that such emergency conditions now exist in the OCCOG, such that meeting in person for the meetings of the OCCOG Board would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the OCCOG Board hereby finds that due to the ongoing State of Emergency and the public health threat posed by COVID-19, the Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious

Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities utilized by the OCCOG; and

WHEREAS, the OCCOG Board hereby finds that, as a consequence of the State of Emergency, the OCCOG Board shall conduct its meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the OCCOG Board affirms that it will allow for observation and participation by Board Members and the public via Zoom teleconferencing and phone access in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY COUNCIL OF GOVERNMENTS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The OCCOG Board hereby recognizes and acknowledges the continued existence and conditions of the State of Emergency as proclaimed by the Governor.

Section 3. Before the State of Emergency, the OCCOG Board met at a facility in the City of Irvine at which approximately 40-60 people would regularly attend, and periodically filling the meeting room and thereby limiting the ability of attendees to socially distance.

Section 4. As a result of the March 4, 2020, State of Emergency, and the highly contagious Delta variant, meeting in person at the meeting facilities of the OCCOG would present an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting location, the anticipated number of attendees, and the likely inability to socially distance.

Section 5. The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, for all OCCOG Board meetings.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) July 23, 2022, or such time the OCCOG Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the OCCOG Board may continue to teleconference without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*.

ADOPTED, SIGNED AND APPROVED this 23rd day of June 2022.

Chair

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Fred Galante, General Counsel



Call to Order

Chair Bucknum called the Regular Meeting of the Orange County Council of Governments to order at 10:30 a.m. on Thursday, May 26, 2022, via Zoom; at (669) 900 6833, Meeting ID Number: 879 5775 7708.

Board Members Present

District 19 Chair Wendy Bucknum

County of Orange SCAG Representative Vice Chair Donald Wagner

District 12 Fred Minagar

District 14 Tammy Kim

District 15 Diane Dixon

District 16 Phil Bacerra

District 17 Letitia Clark

District 18 Kim Nguyen

District 20 Joe Kalmick

District 21 Art Brown

Cities-at-Large Rose Espinoza

Independent Special Districts of Orange County (ISDOC) Mike Schaefer

Orange County Sanitary District (OCSD) David Shawver

South Coast Air Quality Management District (SCAQMD) Carlos Rodriguez

Orange County Transportation Authority (OCTA) Brian Goodell

Transportation Corridor Agency (TCA) Scott Voigts

Non-Profit Housing Community (Ex-Officio) Helen O'Sullivan

Caltrans District 12 (Ex-Officio) Lan Zhou on behalf of Ryan Chamberlain

Business Community (OCBC) (Ex-Officio) Jennifer Ward

Private Sector (Ex-Officio) Adam Wood

League of California Cities, Orange County, (LOCC-OC) (Ex-Officio) Tony Cardenas

Board Members Absent

District 22 Marty Simonoff

District 64 Mike Posey

Anaheim Resort Transportation (ART) (Ex-Officio) Diana Kotler

Association of California Cities, Orange County (ACC-OC) (Ex-Officio) Bruce Channing

Orange Co. Local Agency Formation Commission (OC-LAFCO) (Ex-Officio) Carolyn Emery

University Community (Ex-Officio) Amanda Walsh

Board Vacancies

Health Care/Hospital Industry (Ex-Officio)



MINUTES

Orange County Council of Governments
Board of Directors Regular Meeting

Thursday, May 26, 2022 | 10:30 a.m.

Orange County Council of Governments

Staff Present

Marnie O’Brien Primmer, Executive Director
Fred Galante, General Counsel
Wendy Strack, OCCOG Legislative Consultant
Lisa Telles, Consultant
Michelle Boehm, REAP Project Manager
Kathryn Morrison, Clerk of the Board

Others Present

Justin Equina, TAC Chair
Ben Zdeba, TAC Vice Chair
Debra Ashby, Sr. Public Info Spec., SCAQMD
Deborah Diep, Center for Demographic Research Director
Gail Shiimoto-Lohr, City of Mission Viejo
Jonathan Hughes, SCAG Public Affairs Officer
ISDOC Mark Monin (Alternate)
Trevor O’Neil, Former OCCOG Chair

Pledge of Allegiance Director Brown

Public Comments None

Quorum Present

Wendy Bucknum (Chair), Donald Wagner (Vice-Chair), Fred Minagar, Tammy Kim, Diane Dixon, Phil Bacerra, Letitia Clark, Kim Nguyen, Joe Kalmick, Art Brown, Rose Espinoza, Mike Schaefer, David Shawver, Carlos Rodriguez, Brian Goodell, Scott Voigts

1. Approve AB 361 Resolution

Fred Galante, General Counsel

Recommended Action: *Approve AB 361 Resolution.*

It was moved by Vice-Chair Wagner and seconded by Director Voigts to approve AB 361 Resolution. Said motion was carried by the following vote:

WB	DW	FM	TK	DD	PB	LC	KN	JK	AB	MS	MP	RE	MS	DS	BG	CR	SV
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	Y	Y

TO = T. O’Neil	DD = D. Dixon	JK = J. Kalmick	DW = D. Wagner	BG = B. Goodell
WB = W. Bucknum	PB = P. Bacerra	AB = A. Brown	RE = R. Espinoza	CR = C. Rodriguez
FM = F. Minagar	LC = L. Clark	MS = M. Simonoff	MS = M. Schaefer	SV = S. Voigts
TK = T. Kim	KN = K. Nguyen	MP = M. Posey	DS = D. Shawver	

Legend: Y=YES, N=NO, C=CONFLICT, ABS=ABSTAIN, A=ABSENT, P=PRESENT



MINUTES

Orange County Council of Governments
Board of Directors Regular Meeting

Orange County Council of Governments

Thursday, May 26, 2022 | 10:30 a.m.

Consent Calendar (Item Nos. 2 - 4)

All matters listed under the Consent Calendar are routine and will be enacted by one vote without separate discussion unless Members of the Board, the public, or staff request specific items be removed for separate action or discussion.

2. Approval of Meeting Minutes for April 28, 2022, Regular Meeting

Kathryn Morrison, OCCOG Clerk of the Board

Recommended Action: *Receive and file the minutes as amended or presented.*

3. OCCOG Financial Reports for April of 2022

John Hanson, OCCOG Treasurer

Recommended Action: *Approve the OCCOG Financial Reports for April 2022.*

4. May Legislative Update

Wendy Strack, OCCOG Legislative Consultant

Recommended Action: *Receive and file the Legislative Update.*

It was moved by Director Brown and seconded by Director Voigts to approve consent calendar items 2-4. Said motion was carried by the following vote:

WB	DW	FM	TK	DD	PB	LC	KN	JK	AB	MS	MP	RE	MS	DS	BG	CR	SV
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	A	Y	Y	Y	A	Y	Y

Action Items

5. Final Regional Governance Analysis Report

Marnie O’Brien Primmer, Executive Director and Kris Murray, OCCOG Consultant

Recommended Action: *Receive and file.*

The Board discussed the recommendations and plans to pursue improvements in communication and collaboration with SCAG and Regional COGs in the coming year.

6. OCCOG General Assembly for 2022 – Date and Venue Selection

Marnie O’Brien Primmer, Executive Director and Lisa Telles, OCCOG Consultant



Recommended Action: *Provide direction to staff on a preferred option for the Fiscal Year 2022/2023 General Assembly date and location, concurrence with changing the General Assembly to a half-day event and approval of the proposed theme – OCCOG General Assembly: Cultivating Collaboration.*

The OCCOG Board discussed several options for the Fiscal Year 2022/2023 General Assembly and directed staff to plan for the event in Spring 2023. The Board also concurred with the recommendation for the event to change from a full-day, to a half-day event to increase participation and reduce cost. The half-day format will include a continental breakfast, two panel discussions and a luncheon with a keynote speaker. Staff will bring Spring location and date options to the Board for approval at the August Board Meeting.

Discussion Items

7. 2022-2025 Draft Strategic Plan

Marnie O'Brien Primmer, Executive Director

Recommended Action: *Provide additional direction to staff to finalize the 2022-25 Strategic Plan.*

8. 2022/23 Draft Work Plan

Marnie O'Brien Primmer, Executive Director

Recommended Action: *Provide additional direction to staff for finalizing the 2022-2023 OCCOG Work Plan.*

9. 2022-2023 Draft OCCOG Budget

Marnie O'Brien Primmer, OCCOG Executive Director

Recommended Action: *Provide additional direction to staff for finalizing the 2022-2023 OCCOG Budget.*

Presentation

10. 2022 Air Quality Management Plan (AQMP)

Sarah Rees, Ph.D. Deputy Executive Officer, SCAQMD

Recommended Action: *Receive and file.*

Deputy Executive Officer, Sarah Rees, Ph.D., for the South Coast Air Quality Management District presented an update on the Draft 2022 Air Quality Management Plan which is the blueprint to meet air quality standards. The presentation focused on meeting the ozone standards established in 2015. Overall, air quality has dramatically improved in the South Coast Air Basin, but there has been a temporary increase in ozone over the past few years primarily due to



poor weather conditions. Further NOx emission reduction is key to attain ozone standards. Eighty percent of NOx emissions are from mobile sources including heavy-duty trucks, ships, automobiles, off-road vehicles and aircraft. We have to reduce our NOx by about 72 percent by 2037. To meet the goal, we need to pivot to zero emissions where ever we can and use of the cleanest possible technologies.

To view the Draft AQMP and all supporting documents visit the 2022 AQMP website at <http://www.aqmd.gov/2022AQMP>. The public comment period for the first version of the draft closes on June 21, 2022. The plan is to go to SCAQMD Board for approval in October and then it will go to CARB for approval before submittal to the U.S. EPA.

OCCOG Leadership Reports

11. Chair's Report

Wendy Bucknum, OCCOG Chair

Wendy thanked the Board at the end of running her first meeting as OCCOG Chair. OCCOG Chair also emphasized that all opinions and are welcome and that we want to hear comments and questions from all Board Members, either at the meetings or via emails to myself and/or Marnie Primmer.

12. Executive Director's Report

Marnie O'Brien Primmer, OCCOG Executive Director

Brief Reports

This section is set aside for brief reports or presentations from listed agencies. Speakers are requested to keep their comments brief. Any speaker wishing to provide a more detailed discussion should request the discussion be placed on the agenda at a future meeting.

- **OCCOG Technical Advisory Committee**

Justin Equina, Technical Advisory Committee TAC Chair

TAC meeting took place on May 5 with an update from CDR on the 2022 Orange County Projections Data. The review packages were distributed to jurisdictions in March and are currently going through the review process. SCAG gave an update on the local data exchange process for the SoCal Connect. TAC received an update on the current legislative bills that OCCOG is watching.

- **Southern California Association of Governments**

Jonathan Hughes, Regional Affairs Officer, SCAG



MINUTES

Thursday, May 26, 2022 | 10:30 a.m.

If planning to attend SCAG Board or Policy meetings in person, please let the clerk of the board know. Thank you for attending the recent Regional Conference. 700 people attended and Art Brown elected 2nd VP. SCAG recently launched the local data exchange and released the draft RTP forecast this week. This is the process where every four years SCAG meets with every jurisdiction in the SCAG region. We are beginning to work on the distribution plan for REAP 2. Public listening sessions on the housing component are planned June 6 and June 14.

<https://scag.ca.gov/reap2021> New SCAG Chair, Jan Harnick, is looking into changes to the meeting schedule for policy committees to improve involvement.

RHNA reform will be on the next SCAG agenda.

- **South Coast Air Quality Management District**

No reports

- **Board Member Reports**

Art Brown announced that next Cal Cities general meeting will be June 16 at the Knotts Berry Farm Hotel at 5:30 p.m.

Trevor O'Neil congratulated Chair Wendy Bucknum on her first meeting.

- **Member Agency Reports**

No Reports

- **Staff Member Reports**

No Reports

Future Agenda Items

Adjournment of Regular Meeting – 12:44 PM

The next OCCOG Regular Meeting will be on June 23, 2022, at a place to be determined, pending state and local public health orders in force at the time of the meeting.



AGENDA ITEM # 3

OCCOG May 2022 Financial Report

STAFF RECOMMENDATION

Approve financial report.

SUMMARY

OCCOG financial information is provided for Board review.

As of May, 31 2022, OCCOG had combined cash and investments of \$226,162.87 consisting of the following: a bank balance of \$102,430.30 at Citizens Business Bank outstanding checks in the amount of \$109,880.20 and an investment balance at the State Local Agency Investment Fund of \$233,612.77.

ATTACHMENTS

- A. OCCOG Fiscal Year 2021-22 Cash and Investments
- B. Citizens Business Bank Statement as of May 31, 2022
- C. State Local Agency Investment Fund (LAIF) Monthly Statement for May 31, 2022
- E. LAIF Performance Report - Period Ending April 15, 2022, Pooled Money Investment Account (PMIA) Average Monthly Effective Yields – February 2022 – March 2022 – April 2022 and PMIA Portfolio Composition at 4/30/22.
- F. OCCOG Fiscal Year 2021-22 Cash Receipts/Disbursements Report

STAFF CONTACT

John Hanson, CPA
OCCOG Treasure
949-929-0073
jhoccog@gmail.com

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**

Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
July					
		Balance Forward		454,998.55	
7/7/2021		Citizens Business Bank	(140.34)	454,858.21	Citizens Business Bank 145,698.92
7/15/2021		Local Agency Investment Fund	332.75	455,190.96	O/S Checks (54,087.09)
7/15/2021	2118	Communications Lab	(2,500.00)	452,690.96	State LAIF 407,872.51
7/19/2021		City of Seal Beach	4,904.68	457,595.64	<u>\$499,484.34</u>
7/19/2021		City of San Juan Capistrano	5,712.70	463,308.34	
7/19/2021		City of Los Alamitos	3,986.60	467,294.94	
7/19/2021		City of Laguna Woods	4,306.59	471,601.53	
7/19/2021		City of Villa Park	3,575.47	475,177.00	
7/22/2021		City of Newport Beach	9,274.33	484,451.33	
7/22/2021		City of Placentia	6,806.29	491,257.62	
7/22/2021		SVA Architects	1,000.00	492,257.62	
7/23/2021		Citizens Business Bank	(20.42)	492,237.20	
7/27/2021		OCTA	9,000.00	501,237.20	
7/27/2021		City of Fountain Valley	7,075.20	508,312.40	
7/27/2021		City of Yorba Linda	7,992.43	516,304.83	
7/27/2021		City of La Habra	7,634.02	523,938.85	
7/27/2021		City of Rancho Santa Margarita	6,593.58	530,532.43	
7/27/2021		City of La Palma	4,264.33	534,796.76	
7/27/2021		City of Laguna Niguel	7,801.91	542,598.67	
7/27/2021		City of Buena Park	8,972.76	551,571.43	
7/27/2021		City of Buena Park	2,000.00	553,571.43	
7/31/2021	2119	Aleshire & Wynder, LLP	(4,376.00)	549,195.43	
7/31/2021	2120	CSU FAS	(27,594.66)	521,600.77	
7/31/2021	2121	VOID	-	521,600.77	
7/31/2021	2122	CALCOG	(2,369.00)	519,231.77	
7/31/2021	2123	Lisa Telles Communications	(2,500.00)	516,731.77	
7/31/2021	2124	John Hanson	(980.20)	515,751.57	
7/31/2021	2125	Kathryn Morrison	(2,659.99)	513,091.58	
7/31/2021	2126	Connected Consulting	(11,107.24)	501,984.34	
7/31/2021	2127	WJS Consulting	(2,500.00)	499,484.34	
August					
8/2/2021		City of Laguna Beach	4,766.10	504,250.44	Citizens Business Bank 354,784.00
8/2/2021		City of Alisa Viejo	6,709.54	510,959.98	O/S Checks (34,107.72)
8/2/2021		City of Dana Point	5,526.88	516,486.86	State LAIF 407,872.51
8/2/2021		City of Tustin	8,857.72	525,344.58	<u>\$728,548.79</u>
8/2/2021		City of Cypress	6,618.33	531,962.91	
8/9/2021		City of Laguna Hills	5,376.35	537,339.26	
8/9/2021		City of San Clemente	7,723.44	545,062.70	
8/9/2021		City of Lake Forest	9,179.92	554,242.62	
8/9/2021		City of Santa Ana	26,739.83	580,982.45	
8/13/2021		City of Garden Grove	15,435.96	596,418.41	
8/13/2021		City of Anaheim	28,311.99	624,730.40	
8/20/2021		City of Stanton	5,981.05	630,711.45	

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**

Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
8/20/2021		City of Mission Viejo	9,861.53	640,572.98	
8/24/2021		SCAG	125,614.44	766,187.42	
8/31/2021	2128	Aleshire & Wynder LLP	(4,679.40)	761,508.02	
8/31/2021	2129	VOID	-	761,508.02	
8/31/2021	2130	AJ Design	(3,500.00)	758,008.02	
8/31/2021	2131	VOID	-	758,008.02	
8/31/2021	2132	VOID	-	758,008.02	
8/31/2021	2133	AJ Design	(2,000.00)	756,008.02	
8/31/2021	2134	WJS Consulting	(2,500.00)	753,508.02	
8/31/2021	2135	Kathryn Morrison	(2,769.60)	750,738.42	
8/31/2021	2136	Lisa Telles Communications	(2,500.00)	748,238.42	
8/31/2021	2137	Connected Consulting	(11,114.75)	737,123.67	
8/31/2021	2138	KLM	(7,500.00)	729,623.67	
8/31/2021	2139	John Hanson	(1,043.97)	728,579.70	
8/31/2021		Citizen Business Bank Fee	(30.91)	728,548.79	
September					
9/2/2021		City of Orange	12,938.18	741,486.97	Citizens Business Bank 393,165.66
9/2/2021		City of Costa Mesa	11,189.10	752,676.07	O/S Checks (32,703.54)
9/15/2021		City of Brea	6,376.88	759,052.95	State LAIF 407,872.51
9/15/2021		EPD	1,000.00	760,052.95	<u>\$768,334.63</u>
9/15/2021		Orange County Busiess Council	1,000.00	761,052.95	
9/28/2021		Building Industry Association	1,000.00	762,052.95	
9/28/2021		City of Irvine	22,485.22	784,538.17	
9/28/2021		SCAQMD	7,500.00	792,038.17	
9/28/2021		TCA	9,000.00	801,038.17	
9/30/2021	2140	Eide Bailly	(7,000.00)	794,038.17	
9/30/2021	2141	AJ Design	(2,000.00)	792,038.17	
9/30/2021	2142	Aleshire & Wynder	(2,041.00)	789,997.17	
9/30/2021	2143	Wavelength Automation	(1,428.00)	788,569.17	
9/30/2021	2144	City of Anaheim	(342.00)	788,227.17	
9/30/2021	2145	Lisa Telles Communications	(2,500.00)	785,727.17	
9/30/2021	2146	John Hanson	(712.37)	785,014.80	
9/30/2021	2147	Connected Consulting	(11,107.24)	773,907.56	
9/30/2021	2148	Kathryn Morrison	(3,072.93)	770,834.63	
9/30/2021	2149	Kris Murray	(2,500.00)	768,334.63	
October					
10/1/2021	2200	WJS Consulting	(2,500.00)	765,834.63	Citizens Business Bank 63,400.65
10/8/2021		County of Orange	9,000.00	774,834.63	O/S Checks (48,512.55)
10/8/2021		City of Huntington Beach	17,171.67	792,006.30	State LAIF 408,120.87
10/15/2021	2201	WSP	(120,189.44)	671,816.86	<u>\$423,008.97</u>
10/15/2021	2202	Disneyland Depository	(47,940.60)	623,876.26	
10/15/2021	2203	SCAG	(153,603.10)	470,273.16	

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**

Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
10/20/2021		Neighborhood Housing Services	500.00	470,773.16	
10/20/2021		Arellano Associates	500.00	471,273.16	
10/31/2021	2204	CSUFAS	(27,594.66)	443,678.50	
10/31/2021	2205	Aleshire & Wynder	(709.53)	442,968.97	
10/31/2021	2206	John Hanson	(983.19)	441,985.78	
10/31/2021	2207	WJS Consulting	(2,500.00)	439,485.78	
10/31/2021	2208	Kathryn Morrison	(3,117.93)	436,367.85	
10/31/2021	2209	Lisa Telles Communications	(2,500.00)	433,867.85	
10/31/2021	2210	Connected Consulting	(11,107.24)	422,760.61	
10/31/2021		Local Agency Investment Fund	248.36	423,008.97	
November					Citizens Business Bank 72,864.00
					O/S Checks (34,216.90)
					State LAIF 358,120.87
					<u>\$396,767.97</u>
11/10/2021		Townsend Public Affairs	500.00	423,508.97	
11/10/2021		ISDOC	500.00	424,008.97	
11/10/2021		Orange County Transit Authority	7,500.00	431,508.97	
11/15/2021	2211	Aleshire & Wynder	(8,658.77)	422,850.20	
11/17/2021	2212	AJ Design	(4,406.74)	418,443.46	
11/17/2021	2213	AJ Design	(3,500.00)	414,943.46	
11/17/2021	2214	Kathryn Morrison	(1,131.38)	413,812.08	
11/17/2021		The Richman Group	2,500.00	416,312.08	
11/17/2021		City of Westminster	9,672.79	425,984.87	
11/17/2021		Transtech	2,500.00	428,484.87	
11/22/2021	2215	KLM Strategies	(2,500.00)	425,984.87	
11/24/2021		SCAG	2,500.00	428,484.87	
11/30/2021	2216	Eide Bailly LLP	(1,000.00)	427,484.87	
11/30/2021	2217	KLM Strategies	(2,500.00)	424,984.87	
11/30/2021	2218	AJ Design	(2,000.00)	422,984.87	
11/30/2021	2219	John Hanson	(1,052.75)	421,932.12	
11/30/2021	2220	WJS Consulting	(2,500.00)	419,432.12	
11/30/2021	2221	Lisa Telles Communications	(3,225.89)	416,206.23	
11/30/2021	2222	DTN.TECH	(4,919.76)	411,286.47	
11/30/2021	2223	Kathryn Morrison	(3,411.26)	407,875.21	
11/30/2021	2224	Connected Consulting	(11,107.24)	396,767.97	
December					Citizens Business Bank 247,433.61
					O/S Checks (210,766.52)
					State LAIF 358,120.87
					<u>\$394,787.96</u>
12/7/2021		California JPIA	191.84	396,959.81	
12/9/2021		SCAG	1,000.00	397,959.81	
12/22/2021		SCAG	18,763.17	416,722.98	
12/22/2021		SCAG	19,342.18	436,065.16	
12/22/2021		SCAG	166,522.81	602,587.97	
12/22/2021		Citizens Business Bank	(33.49)	602,554.48	
12/31/2021		Charter Communications	3,000.00	605,554.48	
12/31/2021	2225	WSP	(14,618.17)	590,936.31	
12/31/2021	2226	AJ Design	(3,500.00)	587,436.31	

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**

Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
12/31/2021	2227	VOID	-	587,436.31	
12/31/2021	2228	WSP	(16,359.29)	571,077.02	
12/31/2021	2229	WSP	(163,321.32)	407,755.70	
12/31/2021	2230	John Hanson	(744.94)	407,010.76	
12/31/2021	2231	Lisa Telles Communications	(2,500.00)	404,510.76	
12/31/2021	2232	WJS Consulting	(2,500.00)	402,010.76	
12/31/2021	2233	AJ Design	(2,000.00)	400,010.76	
12/31/2021	2234	Kathryn Morrison	(2,722.80)	397,287.96	
12/31/2021	2235	Kris Murray at KLM Strategies	(2,500.00)	394,787.96	
<hr/>					
January					
1/3/2022		WePay	9,372.66	404,160.62	Citizens Business Bank \$170,900.96
1/6/2022	2236	Connected Consulting	(11,107.24)	393,053.38	O/S Checks (175,917.73)
1/7/2022		SCAG	125,163.78	518,217.16	State LAIF 358,336.74
1/18/2022		Anaheim Transportation Network	500.00	518,717.16	<u>\$353,319.97</u>
1/18/2022		Disneyland	6,821.84	525,539.00	
1/26/2022		WSP	1,000.00	526,539.00	
1/31/2022	2237	CSUF ASC	(27,594.66)	498,944.34	
1/31/2022	2238	WSP	(118,087.09)	380,857.25	
1/31/2022	2239	Aleshire & Wynder	(3,136.30)	377,720.95	
1/31/2022	2240	John Hanson	(840.39)	376,880.56	
1/31/2021	2241	Lisa Telles Communications	(2,500.00)	374,380.56	
1/31/2021	2242	Connected Consulting	(11,317.14)	363,063.42	
1/31/2021	2243	WJS Consulting	(2,500.00)	360,563.42	
1/31/2021	2244	AJ Design	(2,034.00)	358,529.42	
1/31/2021	2245	Kris Murray at KLM Strategies	(2,500.00)	356,029.42	
1/31/2021	2246	Kathryn Morrison	(2,908.15)	353,121.27	
1/31/2021		Bank Fees	(17.17)	353,104.10	
1/31/2021		Local Agency Investment Fund	215.87	353,319.97	
<hr/>					
February					
02/01/2022		KTGY	1,600.00	354,919.97	
02/01/2022		Fullerton	13,085.09	368,005.06	
02/07/2022		SCAG	54,557.41	422,562.47	Citizens Business Bank \$67,725.73
02/15/2022	2247	Joseph Kalmick	(400.00)	422,162.47	O/S Checks (83,597.29)
02/15/2022	2248	Diane Dixon	(300.00)	421,862.47	State LAIF 358,336.74
02/15/2022	2249	David Shawver	(400.00)	421,462.47	<u>\$342,465.18</u>
02/15/2022	2250	Arthur Brown	(400.00)	421,062.47	
02/22/2022		CA DOT	1,000.00	422,062.47	
02/28/2022	2251	WSP	(51,502.42)	370,560.05	
02/28/2021	2252	Aleshire & Wynder	(6,012.00)	364,548.05	
02/28/2022	2253	Austin Lombard	(200.00)	364,348.05	
02/28/2022	2254	John Hanson	(719.15)	363,628.90	

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**




Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
02/28/2022	2255	Lisa Telles Communications	(2,500.00)	361,128.90	
02/28/2022	2256	WJS Consulting	(2,500.00)	358,628.90	
02/28/2022	2257	AJ Design	(2,034.00)	356,594.90	
02/28/2022	2258	Kathryn Morrison	(3,029.98)	353,564.92	
02/28/2022	2259	Connected Consulting	(11,099.74)	342,465.18	
<hr/>					
March					
3/15/2022	2260	Kris Murray at KLM Strategies	(2,500.00)	339,965.18	Citizens Business Bank 90,077.19
3/15/2022	2261	DTN.TECH	(255.31)	339,709.87	O/S Checks (103,284.69)
3/15/2022	2262	Aleshire & Wynder, LLP	(2,047.13)	337,662.74	State LAIF 333,336.74
3/22/2022		Citizens Business Bank	(16.60)	337,646.14	<u>\$320,129.24</u>
3/25/2022		SCAG	80,665.35	418,311.49	
3/31/2022	2263	Lisa Telles Communications	(2,500.00)	415,811.49	
3/31/2022	2264	VOID	-	415,811.49	
3/31/2022	2265	John Hanson	(594.41)	415,217.08	
3/31/2022	2266	Wendy J Strack Consulting	(2,500.00)	412,717.08	
3/31/2022	2267	WSP	(77,378.66)	335,338.42	
3/31/2022	2268	Connected Consulting	(15,209.18)	320,129.24	
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April					
04/15/2022	2269	AJ Design	(3,500.00)	316,629.24	Citizens Business Bank 54,679.72
04/22/2022		Citizens Business Bank	(40.30)	316,588.94	O/S Checks (61,822.68)
04/30/2022	2270	VOID	-	316,588.94	State LAIF 258,612.77
04/30/2022	2271	Kris Murray at KLM Strategies	(2,500.00)	314,088.94	<u>\$251,469.81</u>
04/15/2022	2272	Kathryn Morrison	(3,572.48)	310,516.46	
04/30/2022	2273	Aleshire & Wynder, LLP	(4,086.00)	306,430.46	
04/30/2022	2274	CSUF ASC	(27,594.64)	278,835.82	
04/30/2022	2275	AJ Design	(2,034.00)	276,801.82	
04/30/2022	2276	VOID	-	276,801.82	
04/30/2022	2277	Kathryn Morrison	(3,304.98)	273,496.84	
04/30/2022	2278	Lisa Telles Communications	(2,500.00)	270,996.84	
04/30/2022	2279	John Hanson	(992.99)	270,003.85	
04/30/2022	2280	Diane Dixon	(200.00)	269,803.85	
04/30/2022	2281	Joseph Kalmick	(300.00)	269,503.85	
04/30/2022	2282	Arthur Brown	(300.00)	269,203.85	
04/30/2022	2283	David Shawver	(300.00)	268,903.85	
04/30/2022	2284	Connected Consulting	(15,210.07)	253,693.78	
04/30/2022	2285	WJS Consulting	(2,500.00)	251,193.78	
04/30/2022		Local Agency Investment Fund	276.03	251,469.81	

**Orange County Council of Governments
Cash and Investments
Fiscal Year 2021-22**

Date	Check #	Description	Amount	General Ledger Balance	Bank Balances and Reconciliation
May					
5/13/2022		SCAG	72,128.74	323,598.55	Citizens Business Bank 102,430.30
5/20/2022		SCAG	15,782.37	339,380.92	O/S Checks (109,880.20)
5/23/2022		Citizens Business Bank	(37.85)	339,343.07	State LAIF 233,612.77
5/31/2022	2286	Tammy Kim	(300.00)	339,043.07	<u>\$226,162.87</u>
5/31/2022	2287	Kris Murray at KLM Strategies	(2,500.00)	336,543.07	
5/31/2022	2288	AJ Design	(2,034.00)	334,509.07	
5/31/2022	2289	Trevor O'neil	(700.00)	333,809.07	
5/31/2022	2290	AJ Design	(3,500.00)	330,309.07	
5/31/2022	2291	WSP	(65,007.05)	265,302.02	
5/31/2022	2292	Aleshire & Wynder LLP	(2,630.32)	262,671.70	
5/31/2022	2293	Kathryn Morrison	(3,179.98)	259,491.72	
5/31/2022	2294	WJS Consulting	(2,500.00)	256,991.72	
5/31/2022	2295	Lisa Telles Communications	(3,275.00)	253,716.72	
5/31/2022	2296	John Hanson	(988.86)	252,727.86	
5/31/2022	2297	WSP	(11,457.29)	241,270.57	
5/31/2022	2298	Connected Consulting	(15,107.70)	226,162.87	

ORANGE COUNTY COUNCIL OF GOVERNMENTS
3972 BARRANCA PKWY STE J127
IRVINE CA 92606-1204

Managing Your Accounts

	Phone Number	888.222.5432
	Website	cbbank.com
	Email	customersupport@cbbank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
ANALYZED BUSINESS PLAN GOVERNMENT SRVCS	591004948	\$102,430.30

ANALYZED BUSINESS PLAN GOVERNMENT SRVCS-591004948

Account Summary

Date	Description	Amount
04/30/2022	Beginning Balance	\$54,679.72
	3 Credit(s) This Period	\$112,911.11
	14 Debit(s) This Period	\$65,160.53
05/31/2022	Ending Balance	\$102,430.30

Electronic Credits

Date	Description	Amount
05/06/2022	WIRE/IN-202212604328;ORG CALIFORNIA STATE TREASURER;REF 013F5CDE-D307-6C	\$25,000.00
05/13/2022	PAYABLES SO CAL ASSOC OF 108	\$72,128.74
05/20/2022	PAYABLES SO CAL ASSOC OF 109	\$15,782.37
		3 item(s) totaling \$112,911.11

Other Debits

Date	Description	Amount
05/23/2022	Account Analysis Fees	\$37.85
		1 item(s) totaling \$37.85

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
2271	05/12/2022	\$2,500.00	2278	05/09/2022	\$2,500.00	2284	05/09/2022	\$15,210.07
2273*	05/11/2022	\$4,086.00	2279	05/03/2022	\$992.99	2285	05/11/2022	\$2,500.00
2274	05/09/2022	\$27,594.64	2281*	05/16/2022	\$300.00	2290*	05/26/2022	\$3,500.00
2275	05/16/2022	\$2,034.00	2282	05/17/2022	\$300.00			
2277*	05/09/2022	\$3,304.98	2283	05/24/2022	\$300.00			

* Indicates skipped check number

13 item(s) totaling \$65,122.68

OUTSTANDING CHECKS		INSTRUCTIONS
		<p style="text-align: center;">PLEASE EXAMINE THIS STATEMENT AT ONCE AND IMMEDIATELY NOTIFY THE BANK OF ANY ERRORS.</p> <p style="text-align: center;">ALL ITEMS CREDITED ARE SUBJECT TO FINAL PAYMENT.</p> <ol style="list-style-type: none"> 1. Compare each paid check with your check stub or register and mark as paid. 2. Bank balance shown on front of your statement..... _____ 3. Compare any deposits shown on statement, including bank originated credits, with those entered in your check register. Add any not shown on statement..... _____ 4. Subtotal..... _____ 5. Subtract total of outstanding checks..... _____ 6. Account Balance..... _____ 7. Your check book balance..... _____ 8. Subtract any bank charges including monthly service charge or transfers you have authorized and have been deducted on this statement..... _____ 9. Adjusted check book balance..... _____ <p style="font-size: small; margin-top: 10px;"><i>*Denotes a point at which one or more check serial numbers are unaccounted for this statement period. It may indicate outstanding checks or checks shown on previous statements.</i></p>
No.	Amount	
TOTAL		

STATEMENTS AND IMAGES

Your account statement will include the following information with respect to each check paid against your account during the statement cycle: (1) the check number (2) the amount of the check; and (3) the date of the payment. Copies of checks can be requested by calling customer service at (888) 222-5432. Please refer to our Bank Product and Service Information for applicable fees under Research Requests.

THE FOLLOWING NOTICE CONCERNING ELECTRONIC TRANSFER APPLIES IF YOUR ACCOUNT IS MAINTAINED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS CONTACT US AT:

Telephone: (888) 222-5432
or write us at:
Citizens Business Bank P O Box 51000, Ontario, CA 91761

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or a receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. If you have a question concerning your statement, please be prepared to:

1. Provide your name and account number (if any).
2. Provide the dollar amount of the suspected error.
3. Describe the error or the transfer you are unsure about and clearly explain why you believe it is an error or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation

ANALYZED BUSINESS PLAN GOVERNMENT SRVCS-591004948 (continued)**Daily Balances**

Date	Amount	Date	Amount	Date	Amount
05/03/2022	\$53,686.73	05/12/2022	\$20,991.04	05/20/2022	\$106,268.15
05/06/2022	\$78,686.73	05/13/2022	\$93,119.78	05/23/2022	\$106,230.30
05/09/2022	\$30,077.04	05/16/2022	\$90,785.78	05/24/2022	\$105,930.30
05/11/2022	\$23,491.04	05/17/2022	\$90,485.78	05/26/2022	\$102,430.30

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California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

June 05, 2022

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

ORANGE COUNTY COUNCIL OF GOVERNMENTS

TREASURER
 3972 BARRANCA PKWY
 SUITE J127
 IRVINE , CA 92606

[Tran Type Definitions](#)

Account Number: 40-30-020

May 2022 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
5/6/2022	5/6/2022	RW	1704161	N/A	JOHN HANSON	-25,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	258,612.77
Total Withdrawal:	-25,000.00	Ending Balance:	233,612.77



PMIA/LAIF Performance Report as of 05/11/22



PMIA Average Monthly Effective Yields⁽¹⁾

Apr	0.523
Mar	0.365
Feb	0.278

Quarterly Performance Quarter Ended 03/31/22

LAIF Apportionment Rate ⁽²⁾ :	0.32
LAIF Earnings Ratio ⁽²⁾ :	0.00000875657176851
LAIF Fair Value Factor ⁽¹⁾ :	0.988753538
PMIA Daily ⁽¹⁾ :	0.42%
PMIA Quarter to Date ⁽¹⁾ :	0.29%
PMIA Average Life ⁽¹⁾ :	310

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 04/30/22 \$225.5 billion

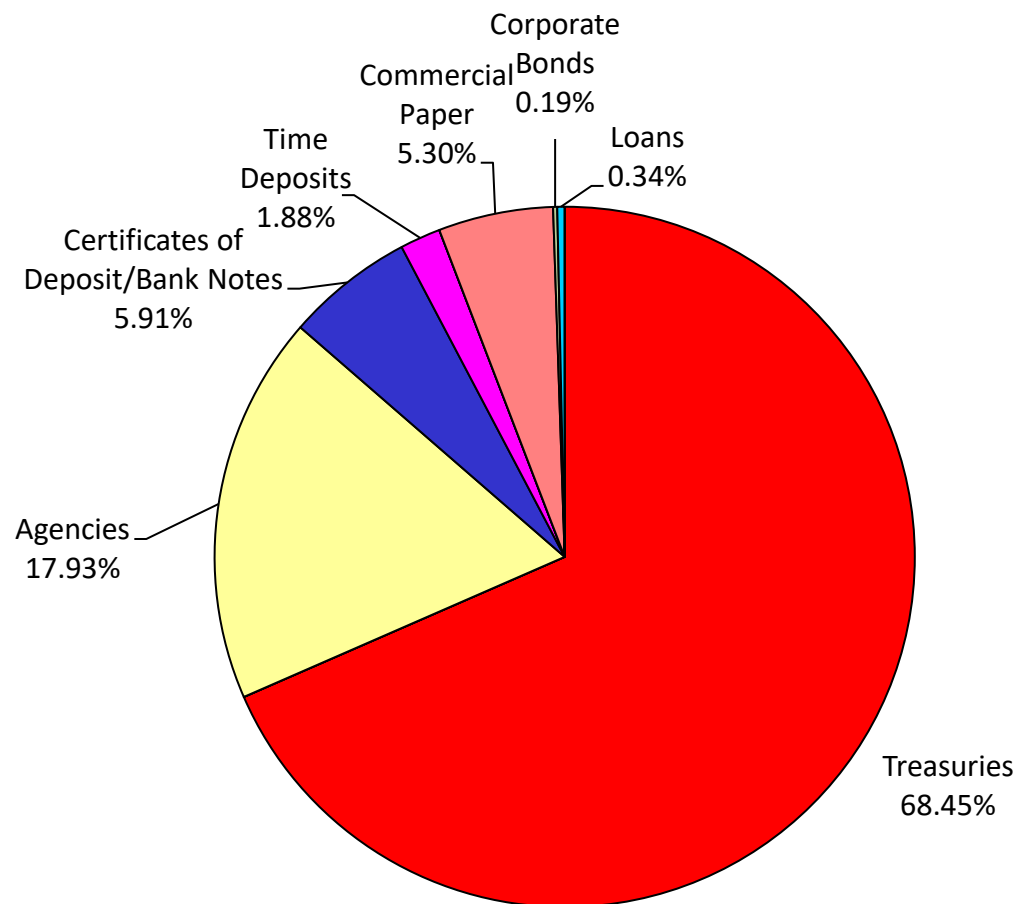


Chart does not include \$5,303,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

**Orange County Council of Governments
Cash Receipts/Disbursements Report
For the Quarter ending June 30, 2022**

Cash Receipts

Date	Payer	Description	Amount
04/30/2022	Local Agency Investment Fund	Quarterly Interest	276.03
5/13/2022	SCAG	REAP Grant	72,128.74
5/20/2022	SCAG	REAP Grant	15,782.37
			88,187.14

Cash Disbursements

Date	Check #	Payee	Description	Amount
04/15/2022	2269	AJ Design	REAP Grant video work	(3,500.00)
04/22/2022		Citizens Business Bank	Bank Analysys Fees April 2022	(40.30)
04/30/2022	2270	VOID	VOID	-
04/30/2022	2271	Kris Murray at KLM Strategies	Government Relations March 2022	(2,500.00)
	2272	Kathryn Morrison	Administrative Assistant/Clerk/REAP March 2022 (Replaces 2264)	(3,572.48)
04/15/2022				
04/30/2022	2273	Aleshire & Wynder, LLP	Legal March 2022	(4,086.00)
04/30/2022	2274	CSUF ASC	Cal State Fullerton CDR Fees 4th Quarter	(27,594.64)
04/30/2022	2275	AJ Design	Social Media/Web Site April 2022	(2,034.00)
04/30/2022	2276	VOID	VOID	-
04/30/2022	2277	Kathryn Morrison	Administrative Assistant/Clerk/REAP April 2022	(3,304.98)
04/30/2022	2278	Lisa Telles Communications	General Assembly, Special Events, REAP April 2022	(2,500.00)
04/30/2022	2279	John Hanson	Treasurer service April 2022	(992.99)
04/30/2022	2280	Diane Dixon	Board Stipend 1st Quarter	(200.00)
04/30/2022	2281	Joseph Kalmick	Board Stipend 1st Quarter	(300.00)
04/30/2022	2282	Arthur Brown	Board Stipend 1st Quarter	(300.00)
04/30/2022	2283	David Shawver	Board Stipend 1st Quarter	(300.00)
04/30/2022	2284	Connected Consulting	April Executive Director, REAP Project Management	(15,210.07)
04/30/2022	2285	WJS Consulting	Strategy and Advocacy Services April 2022	(2,500.00)
5/23/2022		Citizens Business Bank	Bank Analysys Fees May 2022	(37.85)
5/31/2022	2286	Tammy Kim	Board Stipend 3rd Quarter	(300.00)
5/31/2022	2287	Kris Murray at KLM Strategies	Government Relations April 2022	(2,500.00)
5/31/2022	2288	AJ Design	Social Media/Web Site May 2022	(2,034.00)
5/31/2022	2289	Trevor O'neil	Board Stipend 1st, 2nd 3rd Quarter	(700.00)
5/31/2022	2290	AJ Design	REAP Grant video work	(3,500.00)
5/31/2022	2291	WSP	REAP Grant Geospatial (SCAG Reimbursement) January	(65,007.05)
5/31/2022	2292	Aleshire & Wynder LLP	Legal April 2022	(2,630.32)
5/31/2022	2293	Kathryn Morrison	Administrative Assistant/Clerk/REAP May 2022	(3,179.98)
5/31/2022	2294	WJS Consulting	Strategy and Advocacy Services May 2022	(2,500.00)
5/31/2022	2295	Lisa Telles Communications	General Assembly, Special Events, REAP May 2022	(3,275.00)
5/31/2022	2296	John Hanson	Treasurer service May 2022	(988.86)
5/31/2022	2297	WSP	REAP Grant Geospatial (SCAG Reimbursement) February	(11,457.29)
5/31/2022	2298	Connected Consulting	May Executive Director, REAP Project Management	(15,107.70)
			(182,153.51)	



AGENDA ITEM # 4

LEGISLATIVE UPDATE

STAFF RECOMMENDATIONS

- 1) Approve the following recommended positions on legislation: Oppose AB 2334, SB 897, SB 932, and SB 1067.
- 2) Review amendments to AB 1944 and AB 2449 and consider changing existing positions or taking new positions on these bills.
- 3) Consider taking positions on any bills contained in Attachment B.

SUMMARY

The Legislative Update is provided to keep the OCCOG Board apprised of legislative and regulatory actions that address land use and housing, energy, mobility, air quality and water issues. This report provides an overview of pending state legislation of interest to OCCOG.

BACKGROUND

State Update

The following bills are recommended for consideration by the OCCOG Board of Directors:

AB 2334 (Wicks, D-Oakland) Density Bonus Law: incentives or concessions in very low vehicle travel areas: parking standards: definitions

Position: Oppose

AB 2334 expands existing benefits currently awarded under the Density Bonus Law for projects located within a half-mile of a major transit stop to urbanized very low vehicle travel areas. These benefits include a height increase of up to three additional stories and a prohibition against any maximum controls on density for the project. The bill further expands the definition of “development standard” to include a minimum lot area per unit requirement and modifies the definition of “maximum allowable resident density” to account for floor area ratio. In addition, where the density allowed in the zoning ordinance is inconsistent with that allowed in the land use element of the general plan or the specific plan, the greater density will prevail. Lastly, AB 2334 would extend parking standard exemptions for senior housing to developments where 100% of the units are for lower income households.



An oppose position is recommended for AB 2334, consistent with OCCOG’s adopted legislative policy guidelines which oppose policies that usurp local zoning authority or that favor a “one size fits all” approach to housing development.

AB 2334 was approved in the Assembly on May 26th by a vote of 49-22-7 and in the Senate Housing Committee on June 13th by a vote of 8-1-0. It is pending in the Senate Local Government Committee. AB 2334 is supported by the California Apartment Association, California YIMBY, Western Center for Law & Poverty, and Housing California. It is opposed by Livable California and Catalysts for Local Control.

SB 897 (Wieckowski, D-Fremont) Accessory Dwelling Units: junior accessory dwelling units

Position: Oppose

SB 897 modifies existing statutes related to the development of accessory dwelling units (ADU) and junior accessory dwelling units (JADU) to increase the maximum height limitation that may be imposed by a local agency on an accessory dwelling unit to 25 feet if the accessory dwelling unit is within ½ mile walking distance of a major transit stop or a high-quality transit corridor, or if the accessory dwelling unit is attached to a primary dwelling. The bill further prohibits a local agency from requiring modifications to existing JADUs that exceed current setback minimums and height maximums and reduces the number of parking spaces required for each dwelling. In addition, local agencies would be prohibited from denying a permit for a previously unpermitted ADU that was constructed before January 2018 and may contain building standard violations unless the local agency can demonstrate that correcting the violation is necessary to protect public health and safety. Lastly, SB 897 creates a grant program to help fund the construction and maintenance of ADUs and JADUs.

An oppose position is recommended for SB 897, consistent with OCCOG’s adopted legislative policy guidelines which oppose policies that usurp local zoning authority or that favor a “one size fits all” approach to housing development.

SB 897 was approved in the Senate on May 25th by a vote of 24-9-7 and also approved by the Assembly Housing & Community Development Committee on June 15th by a vote of 7-0-1. It is now pending in the Assembly Local Government Committee. SB 897 is supported by the California Building Industry Association, California YIMBY, Bay Area Council, and the Housing Action Coalition. The bill is opposed by the League of California Cities, California Association of Code Enforcement Officers, Urban Counties of California, and the California State Association of Counties.



SB 932 (Portantino, D-La Canada Flintridge) General plans: circulation element: bicycle and pedestrian plans and traffic calming plans

Position: Oppose

SB 932 would require cities and counties to develop and implement bicycle plans, pedestrian plans, and traffic calming plans for urbanized areas upon the next substantive revision of the General Plan's Circulation Element, occurring on or after June 30, 2024. Further, SB 932 would create a cause of action for persons injured in a collision with a motor vehicle against a city or county that fails to implement these plans.

An oppose position is recommended, consistent with OCCOG's adopted legislative policy guidelines that instead support "policies that ensure local flexibility in meeting the goals of the state's greenhouse gas reduction initiatives, including the creation of incentive-based measures and grant programs to assist with compliance."

SB 932 was approved by the Senate on May 25th by a vote of 25-10-5. It has been double referred to the Assembly Local Government and Transportation Committees. This bill is supported by the Consumer Attorneys of California, California Bicycle Coalition, and Streets for All. SB 932 is opposed by the League of California Cities, California State Association of Counties, California Association of Joint Powers Authorities, and the Urban Counties of California.

SB 1067 (Portantino, D-La Canada Flintridge) Housing development projects: automobile parking requirements

Position: Oppose

SB 1067 would prohibit a city, county, or city and county from imposing any minimum automobile parking requirement on a housing development project that is located within 1/2 mile of public transit. The bill does provide that a local agency could impose or enforce minimum parking requirements if they are able to demonstrate by a preponderance of the evidence within 30 days of receiving the application for the development that the development would have a negative impact on the local agency's ability to meet its share of specified housing needs, that it would negatively impact housing for the elderly or disabled or if it would have a negative impact on existing parking within a half mile of the development. However, this authority goes away if the development either dedicates a minimum of 20% of the total number of housing units to very low, low-, or moderate-income households, students, the elderly, or persons with disabilities or the development contains fewer than 20 housing units.



An oppose position is recommended for SB 1067, consistent with OCCOG’s adopted legislative policy guidelines which oppose policies that usurp local zoning authority or that favor a “one size fits all” approach to housing development.

SB 1067 was approved by the Senate on May 24th and by Assembly Housing & Community Development Committee by a vote of 6-1-1 on June 15th. It is pending in the Assembly Local Government Committee. The bill is supported by the California Apartment Association, California Builders Alliance and Plug In America. SB 1067 is opposed by the State Building & Construction Trades Council, Livable California, and a number of local agencies.

Brown Act Legislation – Remote Participation Update

During the COVID-19 pandemic, government agencies across the country were permitted to modify public meeting procedures to ensure continuity of government operations and protect public health while maintaining public access and transparency. As pandemic conditions continued to ebb and flow, AB 361 (Chapter 165, Statutes of 2021) was signed by the Governor to allow local agencies to continue to use modified Brown Act procedures to permit participation via teleconferencing without location notification and public access requirements during a declared state of emergency or imminent public health threat. This authority is currently set to expire on January 1, 2024.

Two primary bills are advancing to provide for a longer-term remote participation option for public agencies. In March, the OCCOG Board of Directors adopted a support position on AB 1944 (Lee, D-San Jose) as it most closely reflected the needs of the OCCOG Board at that time. AB 1944 has recently been significantly amended to more closely mirror the provisions of AB 2449 (Rubio, D-Baldwin Park). A brief comparison of the two bills is noted below.

Topic	AB 1944	AB 2449
In-Person Board Requirement	Quorum of the Board required to be at a physical location in the agency’s jurisdiction identified on the agenda and accessible to the public.	Quorum of the Board required to be at a physical location in the agency’s jurisdiction identified on the agenda and accessible to the public.
Board Member Remote Participation Requirements	Board Members participating remotely must be identified in the agenda. If the remote participation need arises between 24-72 hours before the meeting, the agenda must be updated.	Board Members participating remotely to be listed on the agenda and a brief explanation of need to participate remotely required (20 words or less). If the remote participation need arises after agenda is published, these items



		<p>must be announced at start of the meeting.</p> <p>Board Member must disclose anyone in the room with them over 18 years old.</p> <p>Board Member must have audio and visual participation.</p>
Public Participation Requirements	Video Stream AND ability for public to address the body through audio-visual or call-in option.	Two-Way Audio-Visual Platform OR Two-Way Telephonic Service and a Live Webcasting of the meeting
Public Access Requirements	Physical Access at the primary meeting location as well as remote access	Physical Access at the primary meeting location as well as remote access
Timeline	Through January 1, 2030	Through January 1, 2028
Voting	Rollcall	Rollcall
Remote Feed Disruptions	No action can be taken until the feed is restored	No action can be taken until the feed is restored
Other Limitations	At the first meeting following the passage of the Act, the Board must take action to allow remote participation locations to remain private. This action must only be taken once.	Remote participation limited to a maximum of 3 months

Previously, the Board voted to support AB 1944 as it allowed for permanent remote participation as long as a live video stream was provided that was accessible to the public. The bill also previously required an option for members of the public to address the legislative body through an audio visual or call-in option. Given the nature of the amendments to AB 1944, the Board may want to consider whether the revised version of the bill fits the needs of the organization going forward.

AB 2237/AB 2438 Updates

Together, AB 2237 (Friedman, D-Glendale) and AB 2438 (Friedman, D-Glendale) would represent a significant change to transportation planning and funding structures in California. AB 2237 would prohibit local transportation agencies from funding projects that are otherwise not aligned with the State’s climate goals or the most recent Sustainable Communities Strategy (SCS). Recent amendments further detail the extension of these provisions to locally approved sales taxes for



transportation in a way that would complicate the delivery of future projects funded by these revenues. Specifically, AB 2237 would prohibit funds collected from any measure passed on or after January 2023 from being spent until the projects or programs to be funded by the measure are included in the most recently adopted SCS. The bill would also impact measures passed prior to January 2023 by prohibit the expenditure of funds after that date until the projects and programs funded by those measures are included in the SCS. By retroactively applying these provisions to sales measures that have already been approved by voters, this represents a new level of state involvement in local sales tax measures. In addition, there are elements of sales tax measures that are not typically included in an SCS, further complicating the expenditure of funds for those programs after 2022. Lastly, the bill would prohibit state funds from being used for any project that increases single-occupancy vehicle capacity unless the project is in an SCS, provides for sufficient mitigation, and advances other regional goals.

Similar to AB 2237, AB 2438 requires expenditures from specified state funding sources to be aligned with State climate goals as well. Recent amendments require that the guidelines or plans for the Interregional Transportation Improvement Program (ITIP), State Highway Operations and Protection Program (SHOPP), Solutions for Congested Corridors Program (SCCP), Trade Corridor Enhancement Program (TCEP), and the Local Partnership Program (LPP) be updated by January 1, 2024 to include the strategies captured in the Climate Action Plan for Transportation Infrastructure (CAPTI). Further, for projects funded under the SCCP, the bill requires that those projects be included in a comprehensive multimodal corridor plan rather than a comprehensive corridor plan. Lastly, as previously contained in the bill, the California Transportation Plan would be required to contain a financial element by 2025 detailing the full cost of the implementation of the plan, a summary of available revenues, and a feasibility analysis.

These recent amendments do not address concerns voiced by local transportation agencies and it is recommended to remain opposed to both bills at this time.

Key Legislative Deadlines

Since the last OCCOG Board of Directors Meeting, the Legislature faced two key deadlines. The first being the last day for bills introduced in 2022 to pass their House of Origin and the second being the June 15th Budget Deadline.

Attachment A includes all of the bills where OCCOG has a position and Attachment B is a full list of bills being monitored by OCCOG.



Below are the remaining deadlines for the year, as of the writing of this report.

- July 1 Second House Policy Committee Deadline
- July 1 – Aug 1 Summer Recess
- August 12 Second House Fiscal Committee Deadline
- August 25 Last Day to Amend Bills
- August 31 Last Day to Pass Bills
- September 30 Governor’s Sign/Veto Deadline
- November 30 Adjournment
- December 5 2023-2024 Legislative Session Begins

Budget Update Overview

On June 13, 2022, the Assembly and Senate approved the Fiscal Year (FY) 2022-2023 State Budget two days ahead of the June 15th deadline. The Governor has 12 days from the 15th to sign the budget and is expected to do so, with some potential use of his line-item veto authority as well. There are a number of items that remain to be finalized and discussions are expected to continue through the budget trailer bill process in the coming weeks.

STAFF CONTACTS

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Attachment A OCCOG Bills with Positions

[AB 989](#) (Gabriel D) Housing Accountability Act: appeals: Office of Housing Appeals.

Last Amend: 8/18/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low-, or moderate-income households and projects for emergency shelters that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would, until January 1, 2029, establish an Office of Housing Appeals (office) within the department, administered by the director of the department, to review housing development projects that are alleged to have been denied or subject to conditions in violation of the Housing Accountability Act. The bill would establish housing appeals panels, consisting of administrative law judges with specified qualifications, within the office.

Notes:

OCCOG - Oppose
League of California Cities - Oppose
ACC-OC - Oppose

[AB 1778](#) (Garcia, Cristina D) State transportation funding: freeway projects: poverty and pollution: Department of Transportation.

Last Amend: 3/24/2022

Status: 6/1/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/1/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. Current law requires the department to prepare and submit to the Governor a proposed budget, as provided. This bill would require the department to consult the California Healthy Places Index, as defined, as a condition of using state funds or personnel time to fund or permit freeway projects, as provided. The bill would require the department to analyze housing and environmental variables through the index, as provided, and would prohibit any state funds or personnel time from being used to fund or permit freeway projects in areas that fall within the zero to 50th percentile on the housing and environmental variables analyzed through the index, as provided.

Notes: OCCOG - Oppose
OCTA - Oppose
BIA - Oppose
OCBC - Oppose

[AB 1845](#) (Calderon D) Metropolitan Water District of Southern California: alternative project delivery methods.

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/1/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the Metropolitan Water District of Southern California to use the design-build procurement process for certain regional recycled water projects or other water infrastructure projects. The bill would define "design-build" to mean a project delivery process in which both the design and construction of a project are procured from a single entity. The bill would require the district to use a specified design-build procedure to assign contracts for the design and construction of a project, as defined.

Notes: OCCOG - Support
OCBC - Support

AB 1944 (Lee D) Local government: open and public meetings.

Last Amend: 5/25/2022

Status: 6/8/2022-Referred to Coms. on GOV. & F. and JUD.

Is Fiscal: N

Location: 6/8/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would require the agenda to identify any member of the legislative body that will participate in the meeting remotely.

Notes: OCCOG - Support
ACC-OC - Watch
CALCOG - Support
SCAG - Support
TCA - Support with Amendments

AB 1976 (Santiago D) Planning and zoning: housing element compliance: very low and lower income households.

Last Amend: 3/17/2022

Status: 4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/17/2022)

Is Fiscal: Y

Location: 4/29/2022-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected housing need, and requires each council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city and county, as provided. If the inventory of sites included in a housing element does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to the allocation of regional housing need, current law requires that the local government rezone sites within specified deadlines. This bill would authorize the department, after notifying the city or county of the violation of the housing element provision and before notifying the Attorney General, either to complete the rezoning to accommodate 100% of the allocated need for housing for very low and lower income households on behalf of a local government within the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, or Ventura that failed to complete that rezoning by the required deadline, or to impose administrative civil penalties upon the local government of up to \$10,000 per day until the local government is no longer in violation of state law or the department decides to refer the violation to the Attorney General.

Notes: OCCOG - Oppose
SCAG - Oppose

AB 2011 (Wicks D) Affordable Housing and High Road Jobs Act of 2022.

Last Amend: 6/14/2022

Status: 6/14/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/2/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would create the Affordable Housing and High Road Jobs Act of 2022, which would make certain housing developments that meet specified affordability and site criteria and objective

development standards a use by right within a zone where office, retail, or parking are a principally permitted use, and would subject these development projects to one of 2 streamlined, ministerial review processes. The bill would require a development proponent for a housing development project approved pursuant to the streamlined, ministerial review process to require, in contracts with construction contractors, that certain wage and labor standards will be met, including that all construction workers shall be paid at least the general prevailing rate of wages, as specified. The bill would require a development proponent to certify to the local government that those standards will be met in project construction.

Notes: OCCOG - Oppose
ACCOC - Oppose

AB 2237 (Friedman D) Transportation planning: regional transportation improvement plan: sustainable communities strategies: alternative planning strategy: state transportation funding.

Last Amend: 6/13/2022

Status: 6/16/2022-Re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/16/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each regional transportation planning agency or county transportation commission to biennially adopt and submit to the California Transportation Commission and the Department of Transportation a 5-year regional transportation improvement program that includes, among other things, regional transportation improvement projects and programs proposed to be funded, in whole or in part, in the state transportation improvement program. This bill would require that those projects and programs included in each regional transportation improvement program also be consistent with the most recently prepared sustainable communities strategy of the regional transportation planning agency or county transportation commission, or, if applicable, the alternative planning strategy, and state and federal air quality standards. The bill would prohibit funds collected from any local transportation tax measure passed on or after January 1, 2023, from being spent until the transportation projects or programs to be funded by the tax measure are included in the most recently adopted sustainable communities strategy of the applicable regional transportation planning agency or county transportation commission or, if applicable, the alternative planning strategy.

Notes: OCCOG - Oppose
OCTA - Oppose
CALCOG - Oppose Unless Amended
OCBC - Oppose

AB 2438 (Friedman D) Transportation funding: guidelines and plans.

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/8/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the funding of projects on the state highway system and other transportation improvements, including under the interregional transportation improvement program, the state highway operation and protection program, the Solutions for Congested Corridors Program, the Trade Corridor Enhancement Program, and the program within the Road Maintenance and Rehabilitation Program commonly known as the Local Partnership Program. This bill would require, no later than January 1, 2024, the guidelines or plans applicable to those programs to include the strategies established in the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency.

Notes: OCCOG - Oppose
BIA - Oppose
OCTA - Oppose
CALCOG - Oppose Unless Amended
OCBC - Oppose

AB 2449 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Last Amend: 6/15/2022

Status: 6/15/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on GOV. & F.

Is Fiscal: N

Location: 6/8/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would revise and recast those teleconferencing provisions and, until January 1, 2028, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.

Notes: OCCOG - Watch
TCA - Support with Amendments

SB 6

(Caballero D) Local planning: housing: commercial zones.

Last Amend: 8/23/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was H. & C.D. on 8/23/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. This bill, the Neighborhood Homes Act, would deem a housing development project, as defined, an allowable use on a neighborhood lot, which is defined as a parcel within an office or retail commercial zone that is not adjacent to an industrial use. The bill would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction.

Notes:
OCCOG - Oppose
ACCOC - Oppose
OCBC - Support If Amended
SCAG - Watch

SB 12

(McGuire D) Local government: planning and zoning: wildfires.

Last Amend: 6/6/2022

Status: 6/15/2022-June 15 set for first hearing canceled at the request of author.

Is Fiscal: Y

Location: 5/24/2022-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive, long-term general plan that includes various elements, including, among others, a housing element and a safety element for the protection of the community from unreasonable risks associated with the effects of various geologic and seismic hazards, flooding, and wildland and urban fires. Current law requires the housing element to be revised according to a specific schedule. Current law requires the planning agency to review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan, but not less than once every 8 years to identify new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element. Current law requires that the Office of Planning and Research, among other things, coordinate with appropriate entities, including state, regional, or local agencies, to establish a clearinghouse for climate adaptation information for use by state, regional, and local entities, as provided. This bill would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after July 1, 2024, whichever occurs first, to be reviewed and

updated as necessary to include a comprehensive retrofit strategy to reduce the risk of property loss and damage during wildfires, as specified, and would require the planning agency to submit the adopted strategy to the Office of Planning and Research for inclusion into the above-described clearinghouse

Notes: OCCOG - Oppose Unless Amended
 BIA - Oppose Unless Amended
 OCBC - Oppose

SB 15

(Portantino D) Housing development: incentives: rezoning of idle retail sites.

Last Amend: 5/20/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was DESK on 6/1/2021) (May be acted upon Jan 2022)

Is Fiscal: Y

Location: 7/14/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	2 year	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes, among other housing programs, the Workforce Housing Reward Program, which requires the Department of Housing and Community Development to make local assistance grants to cities, counties, and cities and counties that provide land use approval to housing developments that are affordable to very low and low-income households. This bill, upon appropriation by the Legislature in the Budget Act or other act, would require the department to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of housing, as defined.

Notes: OCCOG - Support
 ACCOC - Support
 OCBC - Support
 SCAG - Support
 League of California Cities - Support

SB 886

(Wiener D) California Environmental Quality Act: exemption: public universities: university housing development projects.

Last Amend: 6/16/2022

Status: 6/16/2022-Read second time and amended. Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/13/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2030, exempt from CEQA a university housing development project, as defined, carried out by a public university, as defined, on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) platinum or better by the United States Green Building Council, that the project’s construction impacts are fully mitigated, and that the project is not located, in whole or in part, on certain types of sites, including a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway as determined by the Federal Emergency Management Agency, as provided. The bill, with respect to a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway, would prohibit a local government from denying an application on the basis that a public university did not comply with any additional permit requirement, standard, or action adopted by that local government applicable to the site if the public university is able to satisfy all applicable federal qualifying criteria in order to demonstrate that the site meets these criteria and is otherwise eligible to be exempt from CEQA pursuant to the above requirements. By imposing additional duties on local governments, this bill would impose a state-mandated local program.

Notes:
 OCCOG - Watch

SB 922

(Wiener D) California Environmental Quality Act: exemptions: transportation-related projects.

Last Amend: 5/11/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 1.) (June 13). Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/13/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would delete the requirement that the bicycle transportation plan is for an urbanized area. The bill would extend the exemption to an active transportation plan or pedestrian plan. The bill would define "active transportation plan" and "pedestrian plan." The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

Notes: OCCOG - Support
 ACCOC - Support
 OCTA - Support
 CALCOG - Support

SB 930 (Wiener D) Alcoholic beverages: hours of sale.

Last Amend: 6/2/2022

Status: 6/2/2022-Referred to Com. on G.O. From committee with author's amendments. Read second time and amended. Re-referred to Com. on G.O.

Is Fiscal: Y

Location: 6/2/2022-A. G.O.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, beginning January 1, 2025, and before January 2, 2030, require the Department of Alcoholic Beverage Control to conduct a pilot program that would authorize the department to issue an additional hours license to an on-sale licensee located in a qualified city that would authorize, with or without conditions, the selling, giving, or purchasing of alcoholic beverages at the licensed premises between the hours of 2 a.m. and 4 a.m., upon completion of specified requirements by the qualified city in which the licensee is located. The bill would impose specified fees related to the license to be deposited in the Alcohol Beverage Control Fund. The bill would require the applicant to notify specified persons of the application for an additional hours license and would provide a procedure for protest and hearing regarding the application. The bill would require the Department of the California Highway Patrol and each qualified city that has elected to participate in the program to submit reports to the Legislature and specified committees regarding the regional impact of the additional hours licenses, as specified. The bill would provide that any person under 21 years of age who enters and remains in the licensed public premises during the additional serving hour without lawful business therein is guilty of a misdemeanor, as provided. The pilot program would apply to the Cities of Cathedral City, Coachella, Fresno, Oakland, Palm Springs, and West Hollywood, and the City and County of San Francisco.

Notes: OCCOG - Oppose
 ACCOC - Oppose
 SCAG - Oppose

SB 942 (Newman D) Low Carbon Transit Operations Program: free or reduced fare transit program.

Status: 6/9/2022-Coauthors revised.

Is Fiscal: Y

Location: 2/8/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board as part of a market-based compliance mechanism to be deposited into the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law continuously appropriates specified portions of the annual proceeds in the fund to various programs, including 5% for the Low Carbon Transit Operations Program, which is administered by the Department of Transportation and provides operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility. Current law requires each of those transit agencies to demonstrate that each expenditure of program moneys allocated to the transit agency reduces the emissions of greenhouse gases and does not supplant another source of funds, to use those moneys to provide transit operating or capital assistance, to use at least 50% of those moneys to benefit disadvantaged communities, and to submit specified information to the department before seeking a disbursement of those program moneys, as specified. This bill would authorize a transit agency that uses program moneys to fund a free or reduced fare transit program and that demonstrates compliance with the above-described requirements in its initial program application to continue to use those moneys to maintain that program on an ongoing basis without demonstrating continued compliance with those requirements.

Notes: OCCOG - Support
 CALCOG - Support
 OCTA Sponsored Bill
 OCBC - Support

Total Measures: 16

Total Tracking Forms: 16

Attachment B OCCOG All Tracked Bills

[AB 106](#) **(Salas D) Regions Rise Grant Program.**

Last Amend: 5/3/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was B., P. & E.D. on 6/9/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 7/14/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Regions Rise Grant Program within the Office of Planning and Research for the purpose of supporting inclusive, cross-jurisdictional, and innovative engagement processes that lead to inclusive strategies to address barriers and challenges confronting communities in creating economic prosperity for all. The bill would define "region" as a geographic area composed of one or more counties and cities that form a functional economy.

[AB 363](#) **(Medina D) Carl Moyer Memorial Air Quality Standards Attainment Program.**

Last Amend: 7/5/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was TRANS. on 6/28/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 7/14/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Air Resources Board to establish or update grant criteria and guidelines for covered vehicle and infrastructure projects as soon as practicable, but not later than July 1, 2017. The state board's program guidelines describe the minimum criteria and requirements for on-road heavy-duty vehicles and the types of projects that can be incentivized to provide surplus emissions reductions from on-road heavy-duty vehicles through contracts or through the On-Road Heavy-Duty Voucher Incentive Program (VIP). The VIP guidelines allow for the early retirement of existing on-road heavy-duty vehicles, allowing these high-polluting vehicles to be replaced with newer, lower emission vehicles. The VIP guidelines further describe the minimum criteria and requirements for eligibility in the VIP, including, but not limited to, limiting the fleet size and vehicle weight class of eligible vehicles, excluding from program eligibility vehicles subject to the solid waste collection vehicle rule and the fleet rule for transit agencies, and prohibiting the leasing of replacement vehicles. This bill would require the state board, upon appropriation by the Legislature, to develop project grant criteria and guidelines for a new On-Road Heavy-Duty Vehicle Incentive Program (VIP2) that shall provide additional incentives for projects eligible for program funding that are deployed in disadvantaged communities, as provided, and in low-income communities, as defined.

[AB 411](#) **(Irwin D) Veterans Housing and Homeless Prevention Bond Act of 2022.**

Last Amend: 1/24/2022

Status: 6/15/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 15). Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/15/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Existing law, the Veterans Housing and Homeless Prevention Bond Act of 2014 (the 2014 bond act), authorizes the issuance of bonds in the amount of \$600,000,000, as specified, for expenditure by the California Housing Finance Agency, the Department of Housing and Community Development, and the Department of Veterans Affairs to provide housing to veterans and their families pursuant to the Veterans Housing and Homeless Prevention Act of 2014 (VHHPA). This bill would enact the Veterans Housing and Homeless Prevention Bond Act of 2022 to authorize the issuance of bonds in an amount not to exceed \$600,000,000 to provide additional funding for the VHHPA. The bill would provide for the handling and disposition of the funds in the same manner as the 2014 bond act. This bill contains other related provisions.

[AB 482](#) **(Ward D) Housing authorities: City of San Diego, County of San Bernardino, and County of Santa Clara: middle-income housing projects pilot program.**

Last Amend: 6/14/2022

Status: 6/16/2022-Ordered to inactive file at the request of Senator Hueso.

Is Fiscal: N

Location: 6/16/2022-S. INACTIVE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Authorities Law authorizes a housing authority of a city or county to, among other things, prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. Previously existing law, until January 1, 2022, authorized a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as defined, if the project received gap financing, as defined. Previously existing law required any gap financing to be approved by the housing authority’s legislative body, as provided. Previously existing law required the housing authority to provide a report to the Legislature, as specified, on and before January 1, 2020, and on or before January 1, 2022. This bill would reenact the above-described authorization for a housing authority located in the City of San Diego, the County of San Bernardino, or the County of Santa Clara to implement a pilot program to develop and finance a middle-income housing project, as provided.

[AB 500](#) (Ward D) Local planning: coastal development: streamlined permitting.

Last Amend: 8/31/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/9/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Coastal Act generally requires each local government lying, in whole or in part, within the coastal zone to prepare a local coastal program for that portion of the coastal zone within its jurisdiction. This bill would require a local government lying, in whole or in part, within the coastal zone that has a certified land use plan or a fully certified local coastal program to adopt, by January 1, 2024, an amendment to that plan or program, as applicable, specifying streamlined permitting procedures in nonhazardous zones for the approval of (1) accessory dwelling units or junior accessory dwelling units, consistent with specified requirements relating to the rental of those units (2) projects in which a specified percentage of the units will be affordable to lower income households or designated for supportive housing, as those terms are defined, and (3) Low Barrier Navigation Centers, as defined. The bill would require that the amendment be submitted to, and processed and approved by, the commission consistent with the above-described requirements for the amendment of a local coastal program.

Notes: League of California Cities - Oppose
ACC-OC - Oppose

[AB 585](#) (Rivas, Luz D) Climate change: Extreme Heat and Community Resilience Program.

Last Amend: 7/13/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Extreme Heat and Community Resilience Program for the purpose of coordinating state efforts and supporting local and regional efforts to mitigate the impacts of, and reduce the public health risks of, extreme heat and the urban heat island effect, and would require the Office of Planning and Research to administer the program through the Integrated Climate Adaptation and Resiliency Program.

Notes:
League of California Cities - Support

[AB 682](#) (Bloom D) Planning and zoning: density bonuses: shared housing buildings.

Last Amend: 6/6/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 7. Noes 0.) (June 13). Re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/14/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or

concessions, as specified, if the developer agrees to construct, among other options, specified percentages of units for moderate-income, lower income, or very low income households and meets other requirements. This bill would additionally require that a density bonus be provided under these provisions to a developer who agrees to construct a housing development that is a shared housing building, as defined, that meets specified requirements and will contain either 10% of the units for lower income households, as defined, or 5% of the units for very low income households, as defined. The bill would specify that a shared housing building will only be eligible for one waiver or reduction of development standards, as specified, unless the city, county, or city and county agrees to additional waivers or reductions of development standards.

AB 713 (Garcia, Cristina D) State Air Resources Board: greenhouse gas emissions scoping plan: comprehensive health analysis.

Last Amend: 5/24/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 7/15/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The State Air Resources Board as the state agency charged with monitoring and regulating sources of emissions of greenhouse gases. The state board is required to approve a statewide greenhouse gas emissions limit equivalent to the statewide greenhouse gas emissions level in 1990 to be achieved by 2020 and to ensure that statewide greenhouse gas emissions are reduced to at least 40% below the 1990 level by 2030. The act requires the state board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse This bill would require the state board to conduct a comprehensive health analysis in conjunction with the development of each update of the scoping plan that includes a framework to provide an overview of the breadth of health impacts and health benefits that may accrue from the outcomes in the scoping plan, as specified.

AB 897 (Mullin D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.

Last Amend: 7/14/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires, by July 1, 2017, and every 3 years thereafter, the Natural Resources Agency to update, as prescribed, the state’s climate adaptation strategy, known as the Safeguarding California Plan. Current law establishes the Office of Planning and Research in state government in the Governor’s office. Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the office to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

Notes:

League of California Cities - Support

AB 916 (Salas D) Zoning: accessory dwelling units: bedroom addition.

Last Amend: 5/11/2022

Status: 6/16/2022-From committee: Amend, and do pass as amended and re-refer to Com. on GOV. & F. (Ayes 6. Noes 1.) (June 13).

Is Fiscal: Y

Location: 6/13/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that regulate the use of buildings, structures, and land as between industry, business, residences, open space, and other purposes. This bill would prohibit a city or county legislative body from adopting or enforcing an ordinance requiring a public hearing as a condition of adding space for additional bedrooms or reconfiguring existing space to increase the bedroom count within an existing house, condominium, apartment, or dwelling. The bill would include findings that ensuring adequate

housing is a matter of statewide concern and is not a municipal affair, and that the provision applies to all cities, including charter cities.

Notes: SCAG - Oppose

[AB 950](#) (Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.

Last Amend: 7/13/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. on 7/12/2021) (May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, emergency shelters, or feeding programs, as specified. The bill would exempt these sales from the California Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

[AB 989](#) (Gabriel D) Housing Accountability Act: appeals: Office of Housing Appeals.

Last Amend: 8/18/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low-, or moderate-income households and projects for emergency shelters that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would, until January 1, 2029, establish an Office of Housing Appeals (office) within the department, administered by the director of the department, to review housing development projects that are alleged to have been denied or subject to conditions in violation of the Housing Accountability Act. The bill would establish housing appeals panels, consisting of administrative law judges with specified qualifications, within the office.

Notes:

- OCCOG - Oppose
- League of California Cities - Oppose
- ACC-OC - Oppose

[AB 1001](#) (Garcia, Cristina D) Environment: mitigation measures for air quality impacts: environmental justice.

Last Amend: 3/22/2022

Status: 6/14/2022-In committee: Set, second hearing. Hearing canceled at the request of author.

Is Fiscal: Y

Location: 5/4/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would require mitigation measures, identified in an environmental impact report or mitigated negative declaration to mitigate the adverse effects of a project on air quality of a disadvantaged community, to include measures for avoiding, minimizing, or otherwise mitigating for the adverse effects on that community. The bill would require mitigation measures to include measures conducted at the project site that avoid or minimize to less than significant the adverse effects on the air quality of a disadvantaged community or measures conducted in the affected disadvantaged community that directly mitigate those effects.

Notes: BIA - Oppose

[AB 1154](#) ([Patterson R](#)) California Environmental Quality Act: exemption: egress route projects: fire safety.

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR. In committee: Set, first hearing. Hearing canceled at the request of author.

Is Fiscal: Y

Location: 6/1/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2029, exempt from the California Environmental Quality Act (CEQA) egress route projects undertaken by a public agency to improve emergency access to and evacuation from a subdivision without a secondary egress route if the State Board of Forestry and Fire Protection has recommended the creation of a secondary access to the subdivision and certain conditions are met. The bill would require the lead agency to hold a noticed public meeting to hear and respond to public comments before determining that a project is exempt. The bill would require the lead agency, if it determines that a project is not subject to CEQA and approves or carries out that project, to file a notice of exemption with the Office of Planning and Research and with the clerk of the county in which the project will be located.

[AB 1260](#) ([Chen R](#)) California Environmental Quality Act: exemptions: transportation-related projects.

Last Amend: 7/6/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including, among others, projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission transit buses. This bill would further exempt from the requirements of CEQA projects by a public transit agency to construct or maintain infrastructure to charge or refuel zero-emission trains, provided certain requirements are met, including giving prior notice to the public and holding a noticed public meeting, as provided.

[AB 1384](#) ([Gabriel D](#)) Resiliency Through Adaptation, Economic Vitality, and Equity Act of 2022.

Last Amend: 8/26/2021

Status: 4/19/2022-Read second time. Ordered to third reading.

Is Fiscal: Y

Location: 4/19/2022-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Natural Resources Agency to release a draft of the state's climate adaptation strategy, known as the Safeguarding California Plan, by January 1, 2017, and every 3 years thereafter, to update the plan by July 1, 2017, and every 3 years thereafter, and to coordinate with other state agencies to identify vulnerabilities to climate change by sectors and priority actions needed to reduce the risks in those sectors. Existing law requires, to address the vulnerabilities identified in the plan, state agencies to maximize specified objectives. This bill would instead require the agency to release the draft plan by January 1, 2024, and every 3 years thereafter, and to update the plan by July 1, 2024, and every 3 years thereafter.

[AB 1395](#) ([Muratsuchi D](#)) The California Climate Crisis Act.

Last Amend: 9/3/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/10/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-

effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. This bill, the California Climate Crisis Act, would declare the policy of the state both to achieve net zero greenhouse gas emissions as soon as possible, but no later than 2045, and achieve and maintain net negative greenhouse gas emissions thereafter, and to ensure that by 2045, statewide anthropogenic greenhouse gas emissions are reduced to at least 90% below the 1990 levels.

[AB 1401](#) (Friedman D) Residential and commercial development: remodeling, renovations, and additions: parking requirements.

Last Amend: 7/5/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/16/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-S. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit a public agency in a county with a population of 600,000 or more from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within 1/2 mile, as specified, of public transit, as defined. The bill would prohibit a public agency in a city with of 75,000 or more located in a county with a population of less than 600,000 from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the project is located within 1/4 mile, as specified, of public transit, as defined. The bill would create authorizations in this regard for a city or a county to which these prohibitions do not apply.

Notes: League of California Cities - Oppose

[AB 1445](#) (Levine D) Planning and zoning: regional housing need allocation: climate change impacts.

Last Amend: 6/6/2022

Status: 6/13/2022-In committee: Referred to suspense file.

Is Fiscal: Y

Location: 6/13/2022-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city, and specified land outside its boundaries, that includes, among other mandatory elements, a housing element. For the 4th and subsequent revisions of the housing element, existing law requires the Department of Housing and Community Development to determine the existing and projected need for housing for each region. Current law requires the appropriate council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of the regional housing need to each city, county, or city and county, as provided. Current law requires that the final regional housing plan adopted by a council of governments, or a delegate subregion, as applicable, be based on a methodology that includes specified factors, and similarly requires that the department take into consideration specified factors in distributing regional housing need, as provided. Commencing January 1, 2025, this bill would require that a council of governments, a delegate subregion, or the department, as applicable, additionally consider among these factors emergency evacuation route capacity, wildfire risk, sea level rise, and other impacts caused by climate change.

[AB 1551](#) (Santiago D) Planning and zoning: development bonuses: mixed-use projects.

Last Amend: 1/13/2022

Status: 6/1/2022-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 7. Noes 0.) (May 31). Re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/1/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Previously existing law, until January 1, 2022, required a city, county, or city and county to grant a commercial developer a development bonus, as specified, when an applicant for approval of a commercial development had entered into an agreement for partnered housing with an affordable housing developer to contribute affordable housing through a joint project or 2 separate projects encompassing affordable housing. This bill would reenact the above-described provisions regarding the granting of development bonuses to certain projects. The bill would require a city or county to

annually submit to the Department of Housing and Community Development information describing an approved commercial development bonus. The bill would repeal these provisions on January 1, 2028.

AB 1640 (Ward D) Office of Planning and Research: regional climate networks: regional climate adaptation and resilience action plans.

Last Amend: 5/19/2022

Status: 6/9/2022-Action rescinded whereby the bill was referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/9/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Integrated Climate Adaptation and Resiliency Program to be administered by the Office of Planning and Research to coordinate regional and local efforts with state climate adaptation strategies to adapt to the impacts of climate change, as prescribed. This bill would authorize eligible entities, as defined, to establish and participate in a regional climate network, as defined. The bill would require the office, through the program, to encourage the inclusion of eligible entities with land use planning and hazard mitigation planning authority into regional climate networks. The bill would authorize a regional climate network to engage in activities to address climate change, as specified.

AB 1695 (Santiago D) Affordable housing loan and grant programs: adaptive reuse.

Last Amend: 4/18/2022

Status: 6/1/2022-Referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/1/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes various programs and funding sources administered by the Department of Housing and Community Development to enable the development of affordable housing, including, among others, the Building Homes and Jobs Act, the Multifamily Housing Program, and the Housing for a Healthy California Program. This bill would provide that any notice of funding availability issued by the department for an affordable multifamily housing loan and grant program shall state that adaptive reuse of a property for affordable housing purposes is an eligible activity. The bill would define "adaptive reuse" for these purposes to mean the retrofitting and repurposing of an existing building to create new residential units.

Notes: SCAG - Support

AB 1738 (Boerner Horvath D) Building standards: installation of electric vehicle charging stations: existing buildings.

Last Amend: 6/15/2022

Status: 6/15/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/14/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, commencing with the next triennial edition of the California Building Standards Code, require the California Building Standards Commission and the Department of Housing and Community Development to research, develop, and propose for adoption mandatory building standards for the installation of electric vehicle charging stations with low power level 2 or higher electric vehicle chargers, including direct current fast chargers, in existing multifamily dwellings, hotels, motels, and nonresidential development during certain retrofits, additions, and alterations to existing parking facilities that are issued permits on and after the effective date of those building standards, as specified.

AB 1749 (Garcia, Cristina D) Community emissions reduction programs: toxic air contaminants and criteria air pollutants.

Last Amend: 5/19/2022

Status: 6/8/2022-Referred to Com. on E.Q.

Is Fiscal: Y

Location: 6/8/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Air Resources Board, based on the assessment and

identification of communities with high cumulative exposure burdens, to select locations around the state for preparation of community emissions reduction programs. Current law requires an air district encompassing any location selected by the state board to adopt, within one year of the state board's selection, a community emissions reduction program to achieve emissions reductions for the location selected using cost-effective measures, as specified. Current law also requires an air district to submit the community emissions reduction program to the state board for review and approval as prescribed, and to prepare an annual report summarizing the results and actions taken to further reduce emissions pursuant to the community emissions reduction program, among other things. This bill would require the state board to identify in each statewide strategy update measures to reduce criteria air pollutants and toxic air contaminants. The bill would authorize an air district that is required to adopt a community emissions reduction program to take up to one additional year to adopt the program, if the community steering committee agrees. The bill would require an air district that is required to adopt a community emissions reduction program to additionally include in its annual report a summary of updates to the program made to ensure consistency with the statewide strategy.

Notes: BIA - Watch

[AB 1778](#) ([Garcia, Cristina D](#)) **State transportation funding: freeway projects: poverty and pollution: Department of Transportation.**

Last Amend: 3/24/2022

Status: 6/1/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/1/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Department of Transportation to do any act necessary, convenient, or proper for the construction, improvement, maintenance, or use of all highways that are under its jurisdiction, possession, or control. Current law requires the department to prepare and submit to the Governor a proposed budget, as provided. This bill would require the department to consult the California Healthy Places Index, as defined, as a condition of using state funds or personnel time to fund or permit freeway projects, as provided. The bill would require the department to analyze housing and environmental variables through the index, as provided, and would prohibit any state funds or personnel time from being used to fund or permit freeway projects in areas that fall within the zero to 50th percentile on the housing and environmental variables analyzed through the index, as provided.

Notes: OCCOG - Oppose
 OCTA - Oppose
 BIA - Oppose
 OCBC - Oppose

[AB 1845](#) ([Calderon D](#)) **Metropolitan Water District of Southern California: alternative project delivery methods.**

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/1/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize the Metropolitan Water District of Southern California to use the design-build procurement process for certain regional recycled water projects or other water infrastructure projects. The bill would define "design-build" to mean a project delivery process in which both the design and construction of a project are procured from a single entity. The bill would require the district to use a specified design-build procedure to assign contracts for the design and construction of a project, as defined.

Notes: OCCOG - Support
 OCBC - Support

[AB 1850](#) ([Ward D](#)) **Public housing: unrestricted multifamily housing.**

Last Amend: 6/6/2022

Status: 6/6/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Is Fiscal: N

Location: 5/11/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit a city, county, city and county, joint powers authority, or any other political subdivision of a state or local government from acquiring unrestricted multifamily housing, as defined, unless the development meets specified criteria, including, among other things, that the aggregate initial rent for all units postconversion is at least 10% less than the average aggregate monthly rent charged for all units over the 12-month period prior to conversion and at least 20% less than the small area fair market rent for at least half of the units, and the public entity agrees to make public on its internet website all financial and monitoring reports applicable to the development within 120 days of receipt. The bill would specify that those provisions do not apply to a development that is or will be subject to a regulatory agreement with the California Tax Credit Allocation Committee or the Department of Housing and Community Development, or is located in a flood plain or sea level rise vulnerability zone, as specified.

[AB 1938](#) (Friedman D) Traffic safety: speed limits.

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/1/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Transportation (Caltrans), by regulation, to require Caltrans or a local authority to round speed limits up or down to the nearest 5 miles per hour of the 85th percentile of free-flowing traffic. This bill would, if the speed limit needs to be rounded down to the nearest 5 miles per hour increment of the 85th-percentile speed, authorize Caltrans or a local authority to lower the speed limit by 5 miles per hour from the nearest 5 miles per hour of the 85th percentile, as specified.

[AB 1944](#) (Lee D) Local government: open and public meetings.

Last Amend: 5/25/2022

Status: 6/8/2022-Referred to Coms. on GOV. & F. and JUD.

Is Fiscal: N

Location: 6/8/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would require the agenda to identify any member of the legislative body that will participate in the meeting remotely.

Notes: OCCOG - Support
 ACC-OC - Watch
 CALCOG - Support
 SCAG - Support
 TCA - Support with Amendments

[AB 1976](#) (Santiago D) Planning and zoning: housing element compliance: very low and lower income households.

Last Amend: 3/17/2022

Status: 4/29/2022-Failed Deadline pursuant to Rule 61(b)(5). (Last location was H. & C.D. on 3/17/2022)

Is Fiscal: Y

Location: 4/29/2022-A. DEAD

Desk	Dead	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Housing and Community Development, in consultation with each council of governments, to determine each region's existing and projected housing need, and requires each council of governments, or the department for cities and counties without a council of governments, to adopt a final regional housing need plan that allocates a share of

the regional housing need to each city and county, as provided. If the inventory of sites included in a housing element does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to the allocation of regional housing need, current law requires that the local government rezone sites within specified deadlines. This bill would authorize the department, after notifying the city or county of the violation of the housing element provision and before notifying the Attorney General, either to complete the rezoning to accommodate 100% of the allocated need for housing for very low and lower income households on behalf of a local government within the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, or Ventura that failed to complete that rezoning by the required deadline, or to impose administrative civil penalties upon the local government of up to \$10,000 per day until the local government is no longer in violation of state law or the department decides to refer the violation to the Attorney General.

Notes: OCCOG - Oppose
SCAG - Oppose

AB 2011 (Wicks D) Affordable Housing and High Road Jobs Act of 2022.

Last Amend: 6/14/2022

Status: 6/14/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/2/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would create the Affordable Housing and High Road Jobs Act of 2022, which would make certain housing developments that meet specified affordability and site criteria and objective development standards a use by right within a zone where office, retail, or parking are a principally permitted use, and would subject these development projects to one of 2 streamlined, ministerial review processes. The bill would require a development proponent for a housing development project approved pursuant to the streamlined, ministerial review process to require, in contracts with construction contractors, that certain wage and labor standards will be met, including that all construction workers shall be paid at least the general prevailing rate of wages, as specified. The bill would require a development proponent to certify to the local government that those standards will be met in project construction.

Notes: OCCOG - Oppose
ACCOC - Oppose

AB 2053 (Lee D) The Social Housing Act.

Last Amend: 6/14/2022

Status: 6/14/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/2/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Social Housing Act and would create the California Housing Authority, as an independent state body, the mission of which would be to produce and acquire social housing developments for the purpose of eliminating the gap between housing production and regional housing needs assessment targets, as specified. The bill would prescribe a definition of social housing that would describe, in addition to housing owned by the authority, housing owned by other entities, as specified, provided that all social housing developed by the authority would be owned by the authority. The bill would prescribe the composition of the California Housing Authority Board, which would govern the authority, and would be composed of appointed members and members who are elected by residents of social housing developments, as specified. The bill would prescribe the powers and duties of the authority and the board. The bill would provide that the authority seeks to achieve revenue neutrality, as defined, and would require the authority to seek to recover the cost of development and operations over the life of its properties through the mechanism of rent cross-subsidization, as defined. The bill would require the authority to prioritize the development of specified property, including vacant parcels and parcels near transit, and would prescribe a process for the annual determination of required social housing units. Under the bill, social housing would accommodate a mix of household income ranges and would provide specified protections for residents, who would participate in the operation and management of the units in which they reside.

Notes: SCAG - Oppose

AB 2094 (Rivas, Robert D) General plan: annual report: extremely low-income housing.

Last Amend: 5/24/2022

Status: 6/9/2022-In committee: Hearing postponed by committee.

Is Fiscal: Y

Location: 6/1/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Current law requires the planning agency of a city or county to provide an annual report to certain specified entities by April 1 of each year that includes, among other information, the city or county's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, as specified. This bill would additionally require a city or county's annual report to include the locality's progress in meeting the housing needs of extremely low income households, as specified.

[AB 2097](#) (Friedman D) Residential, commercial, or other development types: parking requirements.

Last Amend: 6/9/2022

Status: 6/15/2022-From committee: Do pass and re-refer to Com. on HOUSING. (Ayes 5. Noes 0.) (June 15). Re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/15/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit a public agency from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on any of specified residential, commercial, or other development types if the project is located within 1/2 mile of public transit, as defined. When a project provides parking voluntarily, the bill would authorize a public agency to impose specified requirements on the voluntary parking. The bill would prohibit these provisions from reducing, eliminating, or precluding the enforcement of any requirement imposed on a new multifamily or nonresidential development to provide electric vehicle supply equipment installed parking spaces or parking spaces that are accessible to persons with disabilities. The bill, notwithstanding the above provisions, would also require the development project to provide parking, as required by local ordinance, for employees and other workers of hotels, motels, bed and breakfast inns, transient lodgings, and event centers. The bill would exempt certain commercial parking requirements from these provisions if the requirements of the bill conflict with an existing contractual agreement of the public agency that was executed before January 1, 2023.

[AB 2217](#) (Reyes D) CalHome Program: grant allocation.

Last Amend: 3/28/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (June 13). Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/14/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the CalHome Program, administered by the Department of Housing and Community Development, to support existing home ownership programs aimed at lower and very low income households, among other purposes. Under the CalHome program, the department issues grants and loans to local public agencies and nonprofit corporations for specified purposes, including the construction of home ownership units. This bill would require the department to consider setting higher per-unit and total project allocations based on local development costs when appropriate.

[AB 2234](#) (Rivas, Robert D) Planning and zoning: housing: postentitlement phase permits.

Last Amend: 6/8/2022

Status: 6/15/2022-From committee: Do pass and re-refer to Com. on HOUSING. (Ayes 5. Noes 0.) (June 15). Re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/15/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Permit Streamlining Act requires public agencies to approve or disapprove of a development project within certain specified timeframes. Current law requires a city, county, or special district to provide specified information, including a current schedule of fees, exactions, and affordability requirements applicable to a proposed housing development project, and an archive of impact fee nexus studies, cost of service studies, or equivalent studies, conducted by the city, county, or special district, on its internet website. This bill would require a local agency to compile a list of information needed to approve or deny a postentitlement phase permit, as defined, to post an example of a complete, approved application and an example of a complete set of postentitlement

phase permits for at least 5 types of housing development projects in the jurisdiction, as specified, and to make those items available to all applicants for these permits no later than January 1, 2024. The bill would define "local agency" for these purposes to mean a city, county, or city and county. No later than January 1, 2024, except as specified, the bill would require a local agency to require permits to be applied for, completed, and retrieved by the applicant on its internet website, and to accept applications and related documentation by electronic mail until that internet website is established. The bill would require the internet website to list the current processing status of the applicant's permit by the local agency, and would require that status to note whether it is being reviewed by the agency or action is required from the applicant.

AB 2237 (Friedman D) Transportation planning: regional transportation improvement plan: sustainable communities strategies: alternative planning strategy: state transportation funding.

Last Amend: 6/13/2022

Status: 6/16/2022-Re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/16/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires each regional transportation planning agency or county transportation commission to biennially adopt and submit to the California Transportation Commission and the Department of Transportation a 5-year regional transportation improvement program that includes, among other things, regional transportation improvement projects and programs proposed to be funded, in whole or in part, in the state transportation improvement program. This bill would require that those projects and programs included in each regional transportation improvement program also be consistent with the most recently prepared sustainable communities strategy of the regional transportation planning agency or county transportation commission, or, if applicable, the alternative planning strategy, and state and federal air quality standards. The bill would prohibit funds collected from any local transportation tax measure passed on or after January 1, 2023, from being spent until the transportation projects or programs to be funded by the tax measure are included in the most recently adopted sustainable communities strategy of the applicable regional transportation planning agency or county transportation commission or, if applicable, the alternative planning strategy.

Notes: OCCOG - Oppose
 OCTA - Oppose
 CALCOG - Oppose Unless Amended
 OCBC - Oppose

AB 2334 (Wicks D) Density Bonus Law: affordability: incentives or concessions in very low vehicle travel areas: parking standards: definitions.

Last Amend: 5/2/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 8. Noes 1.) (June 13). Re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/14/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development within the city or county with a density bonus and other incentives or concessions, as specified, if the developer agrees to construct specified percentages of units for lower income, very low income, or senior citizen housing, among other things, and meets other requirements. Current law requires that an applicant agree to, and the city, county, or city and county ensure, the continued affordability of all very low and low-income rental units that qualified the applicant for a density bonus, as provided. Current law, for developments where 100% of all units are for lower income households, except as provided, requires that rent for 20% of the units be set at an affordable rent and that rent for the remaining units be at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee (CTCAC). Current law, with respect to a for-sale unit that qualified the applicant for a density bonus, also requires that the local government enforce an equity sharing agreement, as provided, unless it is in conflict with the requirements of another public funding source or law. This bill, with respect to the affordability requirements applicable to 100% lower income developments, would instead require the rent for the remaining units in the development be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by CTCAC.

AB 2339 (Bloom D) Housing element: emergency shelters: regional housing need.

Last Amend: 5/2/2022

Status: 6/16/2022-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 1.) (June 13).

Is Fiscal: Y

Location: 6/13/2022-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires the legislative body of each county and city to adopt a comprehensive, long-term general plan for the physical development of the county or city that includes a housing element. Current law requires that the housing element identify adequate sites for housing, including rental housing, factory-built housing, mobilehomes, and emergency shelters, and make adequate provision for the existing and projected needs of all economic segments of a community. Current law also requires that the housing element include an analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels. This bill would revise the requirements of the housing element, as described above, in connection with zoning designations that allow residential use, including mixed use, where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The bill would delete language regarding emergency shelter standards structured in relation to residential and commercial developments and instead require that emergency shelters only be subject to specified written, objective standards.

Notes: SCAG - Oppose

AB 2419 (Bryan D) Environmental justice: federal Infrastructure Investment and Jobs Act: Justice40 Advisory Committee.

Last Amend: 6/9/2022

Status: 6/9/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on E.Q.

Is Fiscal: Y

Location: 6/8/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The federal Infrastructure Investment and Jobs Act (IIJA) provides additional federal funds to rebuild the nation's infrastructures. Executive orders issued by President Biden established the federal Justice40 Initiative with the goal that 40% of the overall federal benefits flow to disadvantaged communities and stating that the implementation of the IIJA should prioritize investing public dollars equitably, including through the Justice40 Initiative. This bill would require a minimum of 40% of funds received by the state under the IIJA and certain other federal funds to be allocated to projects that provide direct benefits to disadvantaged communities and disadvantaged unincorporated communities and, except as specified, a minimum of an additional 10% be allocated for projects that provide direct benefits to low-income households and low-income communities, as provided. The bill would require state agencies administering those federal funds to perform specified tasks related to the expenditure of those federal funds.

AB 2438 (Friedman D) Transportation funding: guidelines and plans.

Last Amend: 6/16/2022

Status: 6/16/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/8/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the funding of projects on the state highway system and other transportation improvements, including under the interregional transportation improvement program, the state highway operation and protection program, the Solutions for Congested Corridors Program, the Trade Corridor Enhancement Program, and the program within the Road Maintenance and Rehabilitation Program commonly known as the Local Partnership Program. This bill would require, no later than January 1, 2024, the guidelines or plans applicable to those programs to include the strategies established in the Climate Action Plan for Transportation Infrastructure adopted by the Transportation Agency.

Notes: OCCOG - Oppose
 BIA - Oppose
 OCTA - Oppose
 CALCOG - Oppose Unless Amended
 OCBC - Oppose

AB 2449 (Rubio, Blanca D) Open meetings: local agencies: teleconferences.

Last Amend: 6/15/2022

Status: 6/15/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on GOV. & F.

Is Fiscal: N

Location: 6/8/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to observe and provide comment. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. This bill would revise and recast those teleconferencing provisions and, until January 1, 2028, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements that each teleconference location be identified in the notice and agenda and that each teleconference location be accessible to the public if at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the local agency's jurisdiction.

Notes: OCCOG - Watch
TCA - Support with Amendments

[AB 2451](#) (Wood D) State Water Resources Control Board: drought planning.

Last Amend: 6/13/2022

Status: 6/13/2022-From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. on N.R. & W.

Is Fiscal: Y

Location: 6/8/2022-S. N.R. & W.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Water Resources Control Board to establish a Drought Section within the Division of Water Rights, as specified. The bill would require the state board, in consultation with the Department of Fish and Wildlife, to adopt principles and guidelines for diversion and use of water in coastal watersheds, as specified, during times of water shortage for drought preparedness and climate resiliency. The bill would require that the principles and guidelines provide for the development of watershed-level contingency plans to support public trust uses, public health and safety, and the human right to water in times of water shortage, among other things. The bill also would require the state board, prior to adopting those principles and guidelines, to allow for public comment and hearing, as provided. The bill would require the state board to adopt those principles and guidelines no later than March 31, 2024.

[AB 2560](#) (Bonta, Mia D) Housing: blighted and tax defaulted property.

Last Amend: 5/2/2022

Status: 6/8/2022-Referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/8/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2028, require the Counties of Alameda and Contra Costa, and any city within those counties, to develop and execute a plan to, among other things, identify blighted properties, as defined, through code enforcement, nuisance abatement, and tax delinquency. This bill contains other related provisions and other existing laws.

[AB 2594](#) (Ting D) Vehicle registration and toll charges.

Last Amend: 5/19/2022

Status: 6/8/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/8/2022-S. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the application for an original driver's license or renewal of a driver's license to contain specified information, including the applicant's name, age, gender category, mailing address, and residence address. Commencing January 1, 2027, this bill would require the application

for an original driver's license or renewal of a driver's license to include a statement that the applicant may also need to change their address for purposes of their vehicle registration.

Notes: TCA - Oppose Unless Amended

[AB 2647](#) (Levine D) Local government: open meetings.

Last Amend: 4/19/2022

Status: 5/25/2022-Referred to Com. on GOV. & F.

Is Fiscal: N

Location: 5/25/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law makes agendas of public meetings and other writings distributed to the members of the governing board disclosable public records, with certain exceptions. Current law requires a local agency to make those writings distributed to the members of the governing board less than 72 hours before a meeting available for public inspection, as specified, at a public office or location that the agency designates. Current law also requires the local agency to list the address of the office or location on the agenda for all meetings of the legislative body of the agency. Current law authorizes a local agency to post the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting. This bill would instead require a local agency to make those writings distributed to the members of the governing board available for public inspection at a public office or location that the agency designates and list the address of the office or location on the agenda for all meetings of the legislative body of the agency unless the local agency meets certain requirements, including the local agency immediately posts the writings on the local agency's internet website in a position and manner that makes it clear that the writing relates to an agenda item for an upcoming meeting.

[AB 2649](#) (Garcia, Cristina D) Natural Carbon Sequestration and Resilience Act of 2022.

Last Amend: 6/16/2022

Status: 6/16/2022-Read second time and amended. Re-referred to Com. on E.Q.

Is Fiscal: Y

Location: 6/14/2022-S. E.Q.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would declare the goal of the state to sequester, through natural carbon sequestration in California, at least 60,000,000 metric tons of carbon dioxide equivalent annually on or before December 31, 2030, and 75,000,000 metric tons of carbon dioxide equivalent annually on or before December 31, 2035. The bill would require, on or before January 1, 2024, the Natural Resources Agency, in coordination with other state entities, to review and, as necessary, update the Natural and Working Lands Climate Smart Strategy, as described, and the Pathways to 30x30: Accelerating Conservation of California's Nature, as described, to achieve this goal, and to update those documents every 5 years, as described. The bill would also require on December 31, 2025, and every year thereafter, the Natural Resources Agency and the State Air Resources Board to submit a report to the Legislature on progress toward meeting the goal. The bill would also require, on or before March 31, 2026, and annually thereafter, the Natural Resources Agency and the State Air Resources Board to present the findings of the report before the relevant policy committees of the Legislature.

[AB 2653](#) (Santiago D) Planning and Zoning Law: housing elements.

Last Amend: 4/25/2022

Status: 6/8/2022-Referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/8/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. Current law requires the planning agency of a city or county to provide an annual report to the Department of Housing and Community Development by April 1 of each year that includes, among other information, a housing element portion that includes, as provided, the city or county's progress in meeting its share of regional housing needs and local efforts to remove governmental constraints on the maintenance, improvement, and development of housing, as specified. This bill would authorize the Department of Housing and Community Development to reject the housing element portion of an annual report if the report is not in substantial compliance with these requirements. If the department rejects the housing element portion of an annual report, the bill would require the department to provide the reasons for the rejection in writing, as specified.

AB 2656

(Ting D) Housing Accountability Act: disapprovals: California Environmental Quality Act.

Last Amend: 4/18/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 8. Noes 0.) (June 13). Re-referred to Com. on GOV. & F.

Is Fiscal: Y

Location: 6/14/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Accountability Act, prohibits a local agency from disapproving a housing development project, as described, unless it makes certain written findings based on a preponderance of the evidence in the record. The act defines "disapprove the housing development project" as including any instance in which a local agency either votes and disapproves a proposed housing development project application, including any required land use approvals or entitlements necessary for the issuance of a building permit, or fails to comply with specified time periods. The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that the lead agency proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if the lead agency finds that the project will not have that effect. This bill would define "disapprove the housing development project" as also including any instance in which a local agency denies a project an exemption from CEQA for which it is eligible, as described, or requires further environmental study to adopt a negative declaration or addendum for the project or to certify an environmental impact report for the project when there is a legally sufficient basis in the record before the local agency to adopt a negative declaration or addendum or to certify an environmental impact report without further study.

Notes:

BIA - Support

AB 2668

(Grayson D) Planning and zoning: housing: streamlined, ministerial approval.

Last Amend: 6/6/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on GOV. & F. (Ayes 9. Noes 0.) (June 13). Re-referred to Com. on GOV. & F.

Is Fiscal: N

Location: 6/14/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law, until January 1, 2026, authorizes a development proponent to submit an application for a multifamily housing development that is subject to a streamlined, ministerial approval process, as provided, and not subject to a conditional use permit, if the development satisfies specified objective planning standards. Current law specifies that a development is consistent with the objective planning standards if there is substantial evidence that would allow a reasonable person to conclude that the development is consistent with the objective planning standards. This bill would clarify that a development subject to these provisions is subject to a streamlined, ministerial approval process, and not subject to a conditional use permit or any other nonlegislative discretionary approval.

AB 2700

(McCarty D) Transportation electrification: electrical distribution grid upgrades.

Last Amend: 4/27/2022

Status: 6/9/2022-Action rescinded whereby the bill was referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/9/2022-S. E. U., & C.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Air Resources Board to annually gather fleet data for on-road and off-road vehicles in the medium- and heavy-duty sectors from entities subject to its regulations and share that data with electrical corporations and local publicly owned electric utilities to help inform electrical grid planning efforts, as specified. The bill would require electrical corporations and local publicly owned electric utilities, as part of their distribution planning processes, to incorporate fleet data produced by the State Air Resources Board pursuant to this bill, and other available data, to facilitate the readiness of their distribution systems to support the state's anticipated level of electric vehicle charging, as specified.

AB 2705

(Quirk-Silva D) Housing: fire safety standards.

Last Amend: 5/23/2022

Status: 6/15/2022-From committee: Do pass and re-refer to Com. on HOUSING. (Ayes 5. Noes 0.) (June 15). Re-referred to Com. on HOUSING.

Is Fiscal: Y

Location: 6/15/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the State Fire Marshal to prepare, adopt, and submit building standards and other fire and life safety regulations to the California Building Standards Commission for approval establishing minimum requirements for the storage, handling, and use of hazardous materials. Current law requires the State Fire Marshal to seek the advice of the Secretary for Environmental Protection in establishing those requirements. This bill would prohibit the legislative body of a city or county from approving a discretionary entitlement, as defined, that would result in a new residential development project, as defined, being located within a very high fire hazard severity zone, unless the city or county finds that the residential development project will meet specified standards intended to address wildfire risks, as specified, and would provide that these provisions do not limit or prohibit a legislative body of a city or county from adopting more stringent standards.

Notes: BIA - Sponsor

ACA 1

(Aguiar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Status: 4/22/2021-Referred to Coms. on L. GOV. and APPR.

Is Fiscal: N

Location: 4/22/2021-A. L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Notes:

ACCOC - Watch

SCAG - Support

OCBC - Oppose

SB 6

(Caballero D) Local planning: housing: commercial zones.

Last Amend: 8/23/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was H. & C.D. on 8/23/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	2 year	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. This bill, the Neighborhood Homes Act, would deem a housing development project, as defined, an allowable use on a neighborhood lot, which is defined as a parcel within an office or retail commercial zone that is not adjacent to an industrial use. The bill would require the density for a housing development under these provisions to meet or exceed the density deemed appropriate to accommodate housing for lower income households according to the type of local jurisdiction, including a density of at least 20 units per acre for a suburban jurisdiction.

Notes:

OCCOG - Oppose

ACCOC - Oppose

OCBC - Support If Amended

SCAG - Watch

SB 12

(McGuire D) Local government: planning and zoning: wildfires.

Last Amend: 6/6/2022

Status: 6/15/2022-June 15 set for first hearing canceled at the request of author.

Is Fiscal: Y

Location: 5/24/2022-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires the legislative body of a city or county to adopt a comprehensive, long-term general plan that includes various elements, including, among others, a housing element and a safety element for the protection of the community from unreasonable risks associated with the effects of various geologic and seismic hazards, flooding, and wildland and urban fires. Current law requires the housing element to be revised according to a specific schedule. Current law requires the planning agency to review and, if necessary, revise the safety element upon each revision of the housing element or local hazard mitigation plan, but not less than once every 8 years to identify new information relating to flood and fire hazards and climate adaptation and resiliency strategies applicable to the city or county that was not available during the previous revision of the safety element. Current law requires that the Office of Planning and Research, among other things, coordinate with appropriate entities, including state, regional, or local agencies, to establish a clearinghouse for climate adaptation information for use by state, regional, and local entities, as provided. This bill would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after July 1, 2024, whichever occurs first, to be reviewed and updated as necessary to include a comprehensive retrofit strategy to reduce the risk of property loss and damage during wildfires, as specified, and would require the planning agency to submit the adopted strategy to the Office of Planning and Research for inclusion into the above-described clearinghouse

Notes: OCCOG - Oppose Unless Amended
 BIA - Oppose Unless Amended
 OCBC - Oppose

SB 15

(Portantino D) Housing development: incentives: rezoning of idle retail sites.

Last Amend: 5/20/2021

Status: 7/14/2021-Failed Deadline pursuant to Rule 61(a)(11). (Last location was DESK on 6/1/2021) (May be acted upon Jan 2022)

Is Fiscal: Y

Location: 7/14/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	2 year	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes, among other housing programs, the Workforce Housing Reward Program, which requires the Department of Housing and Community Development to make local assistance grants to cities, counties, and cities and counties that provide land use approval to housing developments that are affordable to very low and low-income households. This bill, upon appropriation by the Legislature in the Budget Act or other act, would require the department to administer a program to provide incentives in the form of grants allocated as provided to local governments that rezone idle sites used for a big box retailer or a commercial shopping center to instead allow the development of housing, as defined.

Notes: OCCOG - Support
 ACCOC - Support
 OCBC - Support
 SCAG - Support
 League of California Cities - Support

SB 99

(Dodd D) Community Energy Resilience Act of 2021.

Last Amend: 7/5/2021

Status: 8/27/2021-Failed Deadline pursuant to Rule 61(a)(12). (Last location was APPR. SUSPENSE FILE on 8/19/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 8/27/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	2 year	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes within the Natural Resources Agency the State Energy Resources Conservation and Development Commission. Current law assigns the commission various duties, including applying for and accepting grants, contributions, and appropriations, and awarding grants consistent with the goals and objectives of a program or activity the commission is authorized to implement or administer. This bill, the Community Energy Resilience Act of 2021, would require the commission to develop and implement a grant program for local governments to develop community energy resilience plans and expedite permit review of distributed energy resources by local governments.

Notes: League of California Cities - Support

SB 361

(Umberg D) Surplus land.

Last Amend: 6/6/2022

Status: 6/16/2022-From committee: Do pass as amended and re-refer to Com. on H. & C.D. (Ayes 7. Noes 1.) (June 15).

Is Fiscal: Y

Location: 6/16/2022-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prescribes requirements for the disposal of land determined to be surplus land by a local agency. Those requirements include a requirement that a local agency, prior to disposing of a property or participating in negotiations to dispose of that property with a prospective transferee, send a written notice of availability of the property to specified entities, depending on the property's intended use, and send specified information in regard to the disposal of the parcel of surplus land to the Department of Housing and Community Development. Current law, among other enforcement provisions, makes a local agency that disposes of land in violation of these disposal provisions, after receiving notification of violation from the department, liable for a penalty of 30% of the final sale price of the land sold in violation for a first violation and 50% for any subsequent violation. Under existing law, except as specified, a local agency has 60 days to cure or correct an alleged violation before an enforcement action may be brought. Current law provides for the deposit and use of penalty revenues for housing, as prescribed. This bill would delete the penalty provisions and, instead, require a disposing agency that has received a notification of violation to cure or correct the violation within 60 days, unless the department deems the alleged violation not to be a violation within that period.

SB 581

(Atkins D) General plan.

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 7/1/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law, requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development. The law requires that the annual report include, among other specified information, the number of housing development applications received and the number of units approved and disapproved in the prior year. This bill would additionally require the planning agency include in the annual report whether the city or county is a party to a court action related to a violation of state housing law, and the disposition of that action.

SB 649

(Cortese D) Local governments: affordable housing: local tenant preference.

Last Amend: 4/19/2021

Status: 6/15/2022-June 15 hearing postponed by committee.

Is Fiscal: N

Location: 5/27/2022-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish a state policy supporting local tenant preferences for lower income households, as defined, that are subject to displacement risk, and, further, permit local governments and developers in receipt of local or state funds, federal or state tax credits, or an allocation of tax-exempt private activity bonds designated for affordable rental housing to restrict occupancy by creating a local housing preference for lower income households subject to displacement risk. The bill, subject to certain requirements and limitations, would authorize a local government to allow a local tenant preference in an affordable housing rental development to reduce displacement of lower income households with displacement risk beyond local government boundaries by adopting a program that allows preferences in affordable rental housing acquired, constructed, preserved or funded with state or local funds or tax programs.

SB 726

(Gonzalez D) Alternative fuel and vehicle technologies: sustainable transportation.

Last Amend: 8/30/2021

Status: 9/10/2021-Failed Deadline pursuant to Rule 61(a)(15). (Last location was INACTIVE FILE on 9/7/2021)(May be acted upon Jan 2022)

Is Fiscal: Y

Location: 9/10/2021-A. 2 YEAR

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	2 year	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes the Alternative and Renewable Fuel and Vehicle Technology

Program, administered by the State Energy Resources Conservation and Development Commission, to provide funding to certain entities to develop and deploy innovative technologies that transform California's fuel and vehicle types to help attain the state's climate change policies. Current law requires the commission to give preference to those projects that maximize the goals of the program based on specified criteria and to fund specified eligible projects, including, among others, alternative and renewable fuel projects to develop and improve alternative and renewable low-carbon fuels. Current law creates the Alternative and Renewable Fuel and Vehicle Technology Fund, to be administered by the commission, and requires the moneys in the fund, upon appropriation by the Legislature, to be expended by the commission to implement the program. This bill would revise and recast the program to expand the purpose of the program to include developing and deploying innovative technologies that transform California's fuel and vehicle types to help reduce criteria air pollutants and air toxics.

[SB 833](#) (Dodd D) Community Energy Resilience Act of 2022.

Last Amend: 3/21/2022

Status: 6/15/2022-June 22 hearing postponed by committee.

Is Fiscal: Y

Location: 6/2/2022-A. U. & E.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law assigns the State Energy Resources Conservation and Development Commission various duties, including applying for and accepting grants, contributions, and appropriations, and awarding grants consistent with the goals and objectives of a program or activity the commission is authorized to implement or administer. This bill, the Community Energy Resilience Act of 2022, would require the commission to develop and implement a grant program for local governments to develop community energy resilience plans that help achieve energy resilience objectives and state clean energy and air quality goals.

[SB 852](#) (Dodd D) Climate resilience districts: formation: funding mechanisms.

Last Amend: 6/6/2022

Status: 6/16/2022-From committee: Do pass and re-refer to Com. on NAT. RES. (Ayes 6. Noes 2.) (June 15). Re-referred to Com. on NAT. RES.

Is Fiscal: Y

Location: 6/16/2022-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a city, county, city and county, special district, or a combination of any of those entities to form a climate resilience district, as defined, for the purposes of raising and allocating funding for eligible projects and the operating expenses of eligible projects. The bill would deem each district to be an enhanced infrastructure financing district and would require each district to comply with existing law concerning enhanced infrastructure financing districts, unless the district is specified as otherwise. The bill would require a district to finance only specified projects that meet the definition of an eligible project. The bill would define "eligible project" to mean projects that address sea level rise, extreme heat, extreme cold, the risk of wildfire, drought, and the risk of flooding, as specified. The bill would establish project priorities and would authorize districts to establish additional priorities.

[SB 867](#) (Laird D) Sea level rise: planning and adaptation.

Last Amend: 6/13/2022

Status: 6/13/2022-Read second time and amended. Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/6/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law creates within the Ocean Protection Council the California Sea Level Rise State and Regional Support Collaborative to provide state and regional information to the public and support to local, regional, and other state agencies for the identification, assessment, planning, and, where feasible, the mitigation of the adverse environmental, social, and economic effects of sea level rise within the coastal zone, as provided. This bill would require a local government, as defined, lying, in whole or in part, within the coastal zone, as defined, or within the jurisdiction of the San Francisco Bay Conservation and Development Commission, as defined, to implement sea level rise planning and adaptation through either submitting a local coastal program, as defined, to the California Coastal Commission or submitting a subregional San Francisco Bay shoreline resiliency plan to the San Francisco Bay Conservation and Development Commission, as applicable, by January 1, 2026. The bill would require those local governments to provide a comprehensive update to that planning and adaptation every 10 years, and technical adjustments every 5 years, as prescribed.

SB 886

(Wiener D) California Environmental Quality Act: exemption: public universities: university housing development projects.

Last Amend: 6/16/2022

Status: 6/16/2022-Read second time and amended. Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/13/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, until January 1, 2030, exempt from CEQA a university housing development project, as defined, carried out by a public university, as defined, on real property owned by the public university if the project meets certain requirements, including that each building within the project is certified as Leadership in Energy and Environmental Design (LEED) platinum or better by the United States Green Building Council, that the project’s construction impacts are fully mitigated, and that the project is not located, in whole or in part, on certain types of sites, including a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway as determined by the Federal Emergency Management Agency, as provided. The bill, with respect to a site that is within a special flood hazard area subject to inundation by a 1% annual chance flood or within a regulatory floodway, would prohibit a local government from denying an application on the basis that a public university did not comply with any additional permit requirement, standard, or action adopted by that local government applicable to the site if the public university is able to satisfy all applicable federal qualifying criteria in order to demonstrate that the site meets these criteria and is otherwise eligible to be exempt from CEQA pursuant to the above requirements. By imposing additional duties on local governments, this bill would impose a state-mandated local program.

Notes:

OCCOG - Watch

SB 897

(Wieckowski D) Accessory dwelling units: junior accessory dwelling units.

Last Amend: 6/16/2022

Status: 6/16/2022-Read second time and amended. Re-referred to Com. on L. GOV.

Is Fiscal: Y

Location: 6/15/2022-A. L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Current law authorizes a local agency to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, and maximum size of a unit. This bill would require that the standards imposed on accessory dwelling units be objective. For purposes of this requirement, the bill would define “objective standard” as a standard that involves no personal or subjective judgment by a public official and is uniformly verifiable, as specified.

Notes: ACCOC - Oppose

SB 922

(Wiener D) California Environmental Quality Act: exemptions: transportation-related projects.

Last Amend: 5/11/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 1.) (June 13). Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/13/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) until January 1, 2030, exempts from its requirements bicycle transportation plans for an urbanized area for restriping of streets and highways, bicycle parking and storage, signal timing to improve street and highway intersection operations, and related signage for bicycles, pedestrians, and vehicles under certain conditions. This bill would delete the requirement that the bicycle transportation plan is for an urbanized area. The bill would extend the exemption to an active transportation plan or pedestrian plan. The bill would define “active transportation plan” and “pedestrian plan.” The bill would specify that individual projects that are a part of an active transportation plan or pedestrian plan remain subject to the requirements of CEQA unless those projects are exempt by another provision of law.

Notes: OCCOG - Support

ACCOC - Support

OCTA - Support

CALCOG - Support

SB 930

(Wiener D) Alcoholic beverages: hours of sale.

Last Amend: 6/2/2022

Status: 6/2/2022-Referred to Com. on G.O. From committee with author's amendments. Read second time and amended. Re-referred to Com. on G.O.

Is Fiscal: Y

Location: 6/2/2022-A. G.O.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, beginning January 1, 2025, and before January 2, 2030, require the Department of Alcoholic Beverage Control to conduct a pilot program that would authorize the department to issue an additional hours license to an on-sale licensee located in a qualified city that would authorize, with or without conditions, the selling, giving, or purchasing of alcoholic beverages at the licensed premises between the hours of 2 a.m. and 4 a.m., upon completion of specified requirements by the qualified city in which the licensee is located. The bill would impose specified fees related to the license to be deposited in the Alcohol Beverage Control Fund. The bill would require the applicant to notify specified persons of the application for an additional hours license and would provide a procedure for protest and hearing regarding the application. The bill would require the Department of the California Highway Patrol and each qualified city that has elected to participate in the program to submit reports to the Legislature and specified committees regarding the regional impact of the additional hours licenses, as specified. The bill would provide that any person under 21 years of age who enters and remains in the licensed public premises during the additional serving hour without lawful business therein is guilty of a misdemeanor, as provided. The pilot program would apply to the Cities of Cathedral City, Coachella, Fresno, Oakland, Palm Springs, and West Hollywood, and the City and County of San Francisco.

Notes: OCCOG - Oppose
 ACCOC - Oppose
 SCAG - Oppose

SB 932

(Portantino D) General plans: circulation element: bicycle and pedestrian plans and traffic calming plans.

Last Amend: 5/4/2022

Status: 6/16/2022-From committee: Do pass as amended and re-refer to Com. on TRANS. (Ayes 6. Noes 2.) (June 15).

Is Fiscal: Y

Location: 6/16/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law states the Legislature’s intention that a county or city general plan and the elements and parts of that general plan comprise an integrated, internally consistent and compatible statement of policies for the adopting agency. This bill would emphasize the intent of the Legislature to fight climate change with these provisions.

SB 942

(Newman D) Low Carbon Transit Operations Program: free or reduced fare transit program.

Status: 6/9/2022-Coauthors revised.

Is Fiscal: Y

Location: 2/8/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires all moneys, except for fines and penalties, collected by the State Air Resources Board as part of a market-based compliance mechanism to be deposited into the Greenhouse Gas Reduction Fund and to be available upon appropriation. Current law continuously appropriates specified portions of the annual proceeds in the fund to various programs, including 5% for the Low Carbon Transit Operations Program, which is administered by the Department of Transportation and provides operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility. Current law requires each of those transit agencies to demonstrate that each expenditure of program moneys allocated to the transit agency reduces the emissions of greenhouse gases and does not supplant another source of funds, to use those moneys to provide transit operating or capital assistance, to use at least 50% of those moneys to benefit disadvantaged communities, and to submit specified information to the department before seeking a disbursement of those program moneys, as specified. This bill would authorize a transit agency that uses program moneys to fund a free or reduced fare transit program and that demonstrates compliance with the above-described requirements in its initial program application to continue to use those moneys to maintain that program on an ongoing basis without demonstrating continued compliance with those requirements.

Notes: OCCOG - Support
 CALCOG - Support

[SB 989](#) (Hertzberg D) Property taxation: taxable value transfers: disclosure and deferment.

Last Amend: 6/13/2022

Status: 6/16/2022-Re-referred to Com. on REV. & TAX. pursuant to Assembly Rule 96.

Is Fiscal: Y

Location: 6/16/2022-A. REV. & TAX

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution generally limits ad valorem taxes on real property to 1% of the full cash value of that property, defined as the county assessor’s valuation of real property as shown on the 1975–76 tax bill and, thereafter, the appraised value of the property when purchased, newly constructed, or a change in ownership occurs after the 1975 assessment, subject to an annual inflation adjustment not to exceed 2%. Current property tax law authorizes, pursuant to constitutional authorization, on and after April 1, 2021, any person who is over 55 years of age, any severely and permanently disabled person, or a victim of wildfire or natural disaster who resides in property that is eligible for the homeowner’s exemption or the disabled veteran’s exemption to transfer the taxable value of that property to a replacement dwelling that is purchased or newly constructed as a principal residence within 2 years of the sale of the original property, as provided. Current property tax law provides for the payment of taxes on the secured roll in 2 installments, which are due and payable on November 1 and February 1, respectively. Under current property tax law, unpaid property taxes become delinquent, and subject to a delinquent penalty of 10%, as provided. Existing property tax law, after the 2nd installment becomes delinquent, requires the tax collector to collect a cost of \$10 for preparing the delinquent tax records and giving notice of delinquency and to prepare a delinquent roll, as provided. Under existing property tax law, the taxes, assessments, penalties, and costs on certain real property which have not been paid are declared to be in default at 12:01 a.m. on July 1. This bill would require, except as provided, payment of property taxes for a property to be deferred, without penalty or interest, if the property owner has claimed the property tax relief described above, but the county assessor has not completed its determination of the property’s eligibility for that relief, and the person requests deferment with the county assessor within one calendar year, but before January 1, 2024, of receiving the first tax bill for the property.

[SB 991](#) (Newman D) Public contracts: progressive design-build: local agencies.

Last Amend: 6/6/2022

Status: 6/16/2022-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (June 15).

Is Fiscal: Y

Location: 6/16/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize local agencies, defined as any city, county, city and county, or special district authorized by law to provide for the production, storage, supply, treatment, or distribution of any water from any source, to use the progressive design-build process for public works projects in excess of \$5,000,000, similar to the progressive design-build process authorized for use by the Director of General Services. The bill would require a local agency that uses the progressive design-build process to submit, no later than January 1, 2028, to the appropriate policy and fiscal committees of the Legislature a report on the use of the progressive design-build process containing specified information, including a description of the projects awarded using the progressive design-build process. The bill would require the design-build entity and its general partners or joint venture members to verify specified information under penalty of perjury.

[SB 1020](#) (Laird D) Clean Energy, Jobs, and Affordability Act of 2022.

Last Amend: 5/23/2022

Status: 6/2/2022-Referred to Coms. on U. & E. and NAT. RES.

Is Fiscal: Y

Location: 6/2/2022-A. U. & E.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board to prepare and approve a scoping plan for achieving the maximum technologically feasible and cost-effective reductions in greenhouse gas emissions and to update the scoping plan at least once every 5 years. The act requires the state board to conduct a series of public workshops to give interested parties an opportunity to comment on the plan and requires a portion of those workshops to be conducted in regions of the state that have the most significant exposure to air pollutants, including

communities with minority populations, communities with low-income populations, or both. This bill instead would modify, with respect to the provision that a portion of the workshops be conducted in regions of the state that have the most significant exposure to air pollutants, the above-described included communities as additionally being areas designated as federal extreme nonattainment.

[SB 1036](#) (Newman D) California Conservation Corps: California Ocean Corps Program.

Last Amend: 6/6/2022

Status: 6/14/2022-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (June 13). Re-referred to Com. on APPR.

Is Fiscal: Y

Location: 6/13/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the director of the California Conservation Corps to establish and administer the California Ocean Corps Program to provide competitive grants to certified local conservation corps located in coastal communities in order to provide opportunities for young people to complete workforce preparation, training, and education programs, and, ultimately, to obtain employment, or continue education, in ocean and coastal conservation or related fields, as provided. The bill would require the director to develop and adopt program guidelines before awarding any grants, as provided. The bill would require the director to develop performance measures and accountability controls to track progress and outcomes of all grants. The bill would require the director, on or before January 1, 2026, to report these outcomes to the appropriate fiscal and policy committees of the Legislature. The bill would make these provisions contingent upon an appropriation by the Legislature in the annual Budget Act or another statute.

[SB 1049](#) (Dodd D) Transportation Resilience Program.

Last Amend: 5/19/2022

Status: 6/2/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/2/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Transportation Resilience Program in the Department of Transportation, to be funded in the annual Budget Act from 15% of the available federal National Highway Performance Program funds and 100% of the available federal Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation program funds. The bill would provide for funds to be allocated by the California Transportation Commission for climate adaptation planning and resilience improvements, as defined, that address or mitigate the risk of recurring damage to, or closures of, the state highway system, other federal-aid roads, public transit facilities, and other surface transportation assets from extreme weather events, sea level rise, or other climate change-fueled natural hazards. The bill would establish specified eligibility criteria for projects to receive funding under the program and would require the commission to prioritize projects that meet certain criteria.

[SB 1067](#) (Portantino D) Housing development projects: automobile parking requirements.

Last Amend: 6/16/2022

Status: 6/16/2022-Read second time and amended. Re-referred to Com. on L. GOV.

Is Fiscal: Y

Location: 6/15/2022-A. L. GOV.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law, requires each county and city to adopt a comprehensive, long-term general plan for its physical development, and the development of certain lands outside its boundaries, that includes, among other mandatory elements, a housing element. Current law also authorizes the legislative body of a city or a county to adopt ordinances establishing requirements for parking. This bill would prohibit a city, county, or city and county from imposing any minimum automobile parking requirement on a housing development project, as defined, that is located within 1/2 mile of public transit, as defined. The bill, notwithstanding the above-described prohibition, would authorize a city, county, or city and county to impose or enforce minimum automobile parking requirements on a housing development project if the local government demonstrates to the developer, within 30 days of the receipt of a completed application, that the development would have a substantially negative impact, supported by a preponderance of the evidence, on the city's, county's, or city and county's ability to meet its share of specified housing needs or existing residential or commercial parking within 1/2 mile of the housing development. The bill would create an exception from the above-described provision if the development (1) dedicates a minimum of 20% of the total number of housing units to very low, low-, or moderate-income households, students, the elderly, or persons with disabilities, (2) contains fewer than 20 housing units, or (3) is not subject to parking

requirements based on any other state law.

Notes: SCAG - Oppose

SB 1078 (Allen D) Sea Level Rise Revolving Loan Pilot Program.

Last Amend: 5/19/2022

Status: 6/2/2022-Referred to Com. on NAT. RES.

Is Fiscal: Y

Location: 6/2/2022-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Ocean Protection Council, in consultation with the State Coastal Conservancy, to develop the Sea Level Rise Revolving Loan Pilot Program for purposes of providing low-interest loans to local jurisdictions, as defined, for the purchase of coastal properties in their jurisdictions identified as vulnerable coastal property, as defined, located in specified communities, including low-income communities, as provided. The bill would require the council, before January 1, 2024, in consultation with other state planning and coastal management agencies, as provided, to adopt guidelines and eligibility criteria for the program. The bill would authorize specified local jurisdictions to apply for, and be awarded, a low-interest loan under the program from the conservancy, in consultation with the council, if the local jurisdiction develops and submits to the conservancy a vulnerable coastal property plan and completes all other requirements imposed by the council. The bill would require the conservancy, in consultation with the council, to review the plans to determine whether they meet the required criteria and guidelines for vulnerable coastal properties to be eligible for participation in the program.

SB 1100 (Cortese D) Open meetings: orderly conduct.

Last Amend: 6/6/2022

Status: 6/16/2022-Coauthors revised. From committee: Do pass and re-refer to Com. on JUD. (Ayes 6. Noes 2.) (June 15). Re-referred to Com. on JUD.

Is Fiscal: N

Location: 6/16/2022-A. JUD.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires every agenda for regular meetings of a local agency to provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body. Current law authorizes the legislative body to adopt reasonable regulations to ensure that the intent of the provisions relating to this public comment requirement is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. Current law authorizes the members of the legislative body conducting the meeting to order the meeting room cleared and continue in session, as prescribed, if a group or groups have willfully interrupted the orderly conduct of a meeting and order cannot be restored by the removal of individuals who are willfully interrupting the meeting. This bill would authorize the presiding member of the legislative body conducting a meeting to remove an individual for disrupting the meeting.

SB 1121 (Gonzalez D) State and local transportation system: needs assessment.

Last Amend: 4/6/2022

Status: 5/27/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 5/27/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the California Transportation Commission to prepare a needs assessment of the cost to operate, maintain, and provide for the necessary future growth of the state and local transportation system for the next 10 years, as provided. As part of the needs assessment, the bill would require the commission to forecast the expected revenue, including federal, state, and local revenues, to pay for the cost identified in the needs assessment, any shortfall in revenue to cover the cost, and recommendations on how any shortfall should be addressed. The bill would require the commission to submit the needs assessment to the Legislature on or before January 1, 2024, and biennially thereafter.

SB 1156 (Grove R) Motor Vehicle Fuel Tax: Diesel Fuel Tax: inflation adjustment.

Status: 5/4/2022-May 4 set for first hearing. Failed passage in committee. (Ayes 2. Noes 2.) Reconsideration granted.

Is Fiscal: Y

Location: 3/17/2022-S. GOV. & F.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, the Motor Vehicle Fuel Tax Law and Diesel Fuel Tax Law, impose a tax upon each gallon of motor vehicle fuel or diesel fuel removed from a refinery or terminal rack in this state, entered into this state, or sold in this state, at a specified rate per gallon. Current law annually adjusts the rates of the taxes imposed by those laws based on inflation. This bill would remove the requirement for future inflation adjustments of those taxes. This bill contains other related provisions.

[SB 1196](#) (Umberg D) State Transit Assistance Program: eligibility: Anaheim Transportation Network.

Last Amend: 4/18/2022

Status: 6/2/2022-Referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/2/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Pursuant to the State Transit Assistance (STA) Program, existing law requires certain funds in the account to be allocated by the Controller by formula to specified local transportation agencies for public transportation purposes. Current law provides that only STA-eligible operators are eligible to receive an allocation from a local transportation agency from the portion of program funds based on transit operator revenues and makes those operators eligible for other certain funds under the STA program, as provided. Under current law, an STA-eligible operator is defined as a public transportation operator eligible to claim local transportation funds. This bill would, for purposes of the STA program funds allocated based on transit operator revenues, expand the definition of an STA-eligible operator to include the Anaheim Transportation Network if its bylaws are revised to increase transparency and accountability, including to provide for the appointment of its board of directors by the Anaheim City Council.

[SB 1205](#) (Allen D) Water rights: appropriation.

Last Amend: 4/27/2022

Status: 6/2/2022-Referred to Com. on W.,P., & W.

Is Fiscal: Y

Location: 6/2/2022-A. W.,P. & W.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the State Water Resources Control Board to develop and adopt regulations to provide greater specificity as to the methods and practices for determining water availability in the issuance and administration of water right permits and licenses, including consideration of the effects of climate change, as specified, upon watershed hydrology as part of the preparation of water availability analyses. The bill would require the board to consult with the Department of Water Resources, the Department of Fish and Wildlife, and qualified hydrologists and climate change scientists, among others, in preparing the regulations.

[SB 1217](#) (Allen D) State-Regional Collaborative for Climate, Equity, and Resilience.

Status: 6/2/2022-Referred to Coms. on NAT. RES. and TRANS.

Is Fiscal: Y

Location: 6/2/2022-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish, until January 1, 2028, the State-Regional Collaborative for Climate, Equity, and Resilience to provide guidance, on or before January 1, 2024, to the State Air Resources Board for approving new guidelines for sustainable communities strategies. The collaborative would consist of one representative each of the state board, the Transportation Agency, the Department of Housing and Community Development, and the Strategic Growth Council, along with 10 public members representing various local and state organizations, as specified. The bill would require, on or before December 31, 2025, the state board to update the guidelines for sustainable communities strategies to incorporate suggestions from the collaborative.

Notes: BIA - Watch

[SB 1219](#) (Hurtado D) 21st century water laws and agencies: committee.

Last Amend: 4/6/2022

Status: 6/9/2022-June 14 set for first hearing canceled at the request of author.

Is Fiscal: Y

Location: 6/2/2022-A. W.,P. & W.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Secretary of the Natural Resources Agency and the Secretary for Environmental Protection to convene a committee to develop and submit, on or before December 31, 2024, to the Governor and to the Legislature a strategic vision, proposed statutes, and recommendations for a modern 21st century set of water laws and regulations and state and local water agencies for the state, as provided. The committee would consist of 5 specified heads of state agencies, 2 members appointed by the Senate Committee on Rules, and 2 members appointed by the Speaker of the Assembly. The bill would require the Governor or the committee to appoint a "blue ribbon" citizen commission or taskforce, a stakeholder advisory committee, and any other group that the Governor or the committee deems necessary or desirable to assist in carrying out these provisions. The bill would require all relevant state agencies, at the request of the committee, to make available staff and resources to assist in the preparation of the strategic vision and proposed statutes.

[SB 1230](#) (Limón D) Zero-emission and near-zero-emission vehicle incentive programs: requirements.

Last Amend: 6/13/2022

Status: 6/13/2022-From committee with author's amendments. Read second time and amended. Re-referred to Com. on TRANS.

Is Fiscal: Y

Location: 6/2/2022-A. TRANS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, on or before July 1, 2024, require the state board, with respect to the various zero-emission and near-zero-emission vehicle incentive programs administered or funded by the State Air Resources Board to adopt certain revisions to those programs if the state board finds those revisions to be feasible. The bill would require the state board, if it finds that the adoption of one or more of the revisions is infeasible, to prepare a report, as specified, describing the rationale for the finding, to post the report on its internet website, and to provide a notice of the report to the relevant policy and fiscal committees of the Legislature. The bill would require the state board, contingent upon an appropriation by the Legislature, to create a single unified education and application portal that enables an applicant for any of those programs to access information about the program and to submit one application for all of the programs.

[SB 1252](#) (Committee on Housing) Housing.

Last Amend: 6/14/2022

Status: 6/14/2022-From committee with author's amendments. Read second time and amended. Re-referred to Com. on H. & C.D.

Is Fiscal: Y

Location: 5/27/2022-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Davis-Stirling Common Interest Development Act, defines and regulates common interest developments. Existing law requires an association to distribute specified annual reports to its members, to solicit members' delivery preference for notices from the association, and to record the collected preferences at least 30 days before distributing the annual budget report. This bill would require an association to record the collected preferences at least 30 days before distributing the annual budget report and the annual policy statement.

[SB 1391](#) (Kamlager D) greenhouse gases: market-based compliance mechanism.

Last Amend: 6/14/2022

Status: 6/14/2022-From committee with author's amendments. Read second time and amended. Re-referred to Com. on NAT. RES.

Is Fiscal: Y

Location: 6/2/2022-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Global Warming Solutions Act of 2006 authorizes the State Air Resources Board to include in its regulation of greenhouse gases the use of market-based compliance mechanisms. This bill would require the state board, at least once every 3 years, to conduct a review, as provided, of the market-based compliance mechanisms to, among other things, evaluate and address concerns related to allowance overallocation and offset credit eligibility. The bill would require the state board, in conducting the review, to consult with the Independent Emissions Market Advisory Committee and the environmental justice advisory committee. The bill would require the first review to begin by a certain date. The bill would require the state board, in consultation with the Independent Emissions Market Advisory Committee, to develop and publish allowance banking metrics, as defined,

concurrently with the first review and would require the review to be based on observed and expected outcomes resulting from the application of allowance banking metrics.

SB 1410 (Caballero D) California Environmental Quality Act: transportation impacts.

Last Amend: 5/2/2022

Status: 6/2/2022-Referred to Com. on NAT. RES.

Is Fiscal: Y

Location: 6/2/2022-A. NAT. RES.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) requires the Office of Planning and Research to prepare and develop proposed guidelines for the implementation of CEQA by public agencies and requires the Secretary of the Natural Resources Agency to certify and adopt those guidelines. CEQA requires the office to prepare, develop, and transmit to the secretary for certification and adoption proposed revisions to the guidelines establishing criteria for determining the significance of transportation impacts of projects within transit priority areas, as defined, that promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. Current law requires the office to recommend potential metrics to measure transportation impacts, as specified. CEQA authorizes the office to adopt guidelines establishing alternative metrics to the metrics used for traffic levels of service for transportation impacts outside transit priority areas. This bill would require the office, by January 1, 2025, to conduct and submit to the Legislature a study on the impacts and implementation of the guidelines described above relating to transportation impacts. The bill would require the office, upon appropriation, to establish a grant program to provide financial assistance to local jurisdictions for implementing those guidelines.

Notes: BIA - Sponsor
 SCAG - Support
 OCBC - Support

SCA 2 (Allen D) Public housing projects.

Status: 5/11/2022-From committee: Be adopted and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (May 11). Re-referred to Com. on APPR. Coauthors revised.

Is Fiscal: N

Location: 5/11/2022-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Notes: SCAG - Support
 ACCOC - Oppose

SCA 9 (Gonzalez D) Personal rights: right to housing.

Status: 3/23/2022-Referred to Coms. on HOUSING and E. & C.A.

Is Fiscal: Y

Location: 3/23/2022-S. HOUSING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would declare that the fundamental human right to housing exists in this state. The measure would specify that it is the shared obligation of state and local jurisdictions to respect, protect, and fulfill this right through progressively implemented measures, consistent with available resources, within an aggressive but reasonable timeframe.

Total Measures: 90
Total Tracking Forms: 90



AGENDA ITEM # 5

Approval of MOU with County of Orange and Participant Agreements for Orange County Data Acquisition Partnership (OCDAP) Cycle 2

STAFF RECOMMENDATION

Authorize OCCOG Executive Director to sign MOU with County of Orange to invoice for the Orange County Data Acquisition Partnership (OCDAP) Cycle 2 and to sign separate Participation Agreements with interested agencies for the OCDAP Cycle 2.

BACKGROUND

Orange County agencies and SCAG have partnered to pool resources to purchase online and GIS-accessible aerial imagery and other digital data for Orange County. This joint effort reduces the cost of purchasing aerial imagery and other GIS information that can be used by all departments within an agency without the need for GIS software by including a user-friendly, non-GIS platform; GIS users would have access to GIS data. Some of the goals are to reduce or eliminate duplicate purchases across the region, reduce costs using economies of scale, and allow for unlimited and cross-departmental users within an agency. Some sample uses are:

- Reference/point-in-time snapshots
- Measuring height of buildings, distance between manhole openings, curb-to-curb
- Counting number of floors in a building
- Sidewalk analyses
- Tree canopy coverage
- Assessing development/site coverage, irrigated land, vegetation
- Verification of land uses and existing structures
- Emergency response

OCDAP Cycle 1 covered the period of July 2020 through June 2022. Cycle 2 covers the period of July 2022 through June 2024 and includes 3-inch pixel aerial/ortho imagery, infrared, and building footprints. The services will include training, webinars, and additional support. Cycle 2 imagery and reference information is planned for summer 2022. The total project cost for Cycle 1 was \$383,603 with SCAG as lead agency managing contract procurement and the vendor; 22 agencies participated.



The County of Orange has taken over management of OCDAP Cycle 2 after SCAG withdrew from project management. The total project cost for Cycle 2 is \$331,214.00. Currently, 27 agencies have indicated participation or interest; SCAG has withdrawn from the project for lack of funding in FY22/23. Funding to cover Cycle 2 is available with participating agencies and the OCDAP Steering and Technical Advisory Committee (STAC) authorized the use of the reserve funds from Cycle 1 to cover the remaining balance at their June 14, 2022 meeting. Additional agencies are expected to join in Cycle 2 and in subsequent cycles as OCDAP is replacing existing, multi-year contracts as they expire. Cycle 2 project details, data, and fees have been discussed and worked out via a small working group of participating Orange County agencies known as the Steering and Technical Advisory Committee (STAC), which include water agencies, cities, and other special districts. In OCCOG's FY2019/20 budget that was carried over into FY2020-21, the OCCOG Board approved a budget that included a contribution of \$20,000 to assist in lowering the cost for participating Orange County agencies. OCCOG is also providing undocumented in-kind services through invoicing and limited legal review. OCDAP participation is allowed throughout the term of the cycle for the flat fee cost; costs are not prorated based on timing of joining OCDAP. Agencies can join for one cycle without committing to future cycles. Several agencies are still considering joining Cycle 2 and those interested in participation should contact Deborah Diep, CDR: (657) 278-4596 or ddiep@fullerton.edu. OCCOG has a placeholder of \$20,000 for cycle 2 in FY2022/23 budget.

At its February 2020 meeting, the OCCOG Board authorized OCCOG to take the lead in invoicing the participating agencies in Cycle 1 for the OCDAP. Approval of the OCDAP Cycle 2 MOU with the County of Orange would again authorize OCCOG to take the lead in invoicing the participating agencies in OCDAP Cycle 2. OCCOG will collect the funds and send them to the County. A Participation Agreement (PA) will need to be signed by each agency participating in Cycle 2; the PA will also be signed by OCCOG, which will be invoicing and collecting the funds. Copies of the PA will be posted on the OCDAP website (<http://www.fullerton.edu/cdr/OCDAP/index.aspx>) for download and processing by agencies wishing to participate; this is expected to occur in July 2022 after the OCDAP Cycle 2 County/OCCOG MOU is approved by both agencies. Each participating agency will also be required to sign a non-disclosure agreement, attached as an exhibit to the PA, requiring it and its employees, consultants and subcontractors to use the imagery solely on projects that are outsourced from its own operations.

DISCUSSION

The County of Orange is contracting with NV5/Eagle Aerial for Cycle 2 deliverables with the support of the OCDAP STAC. This vendor has gone through the County's pre-qualification process and has an existing contract with the County of Orange. The County solicited quotes for the Cycle 2 OCDAP



products and selected the vendor in consultation with the OCDAP STAC. With funding reached, the vendor was authorized to move forward with the imagery capture and the OCCOG/County MOU for operation and management is going before the Board of Supervisors on July 26, 2022. The scope of work between the County of Orange and NV5/Eagle Aerial is included in the draft Participation Agreement (PAs) attached to this report for reference. The MOU has been reviewed by both OCCOG and County Counsel. In anticipation that sufficient agencies will participate, today’s request includes the recommendation for OCCOG Board to authorize the OCCOG Executive Director to sign PAs received, substantially in the form attached, as may be received from Orange County agencies for OCDAP Cycle 2.

Agency	Cycle 1 FY 2020/21-2021/22	Cycle 2 FY 2022/23-2023/24
City of Anaheim	Active	Yes
City of Brea	Active	interested
City of Buena Park	Active	interested
City of Costa Mesa	Active	interested
City of Dana Point	No	interested
City of Fountain Valley	Active	interested
City of Garden Grove	Active	interested
City of Irvine	Active	interested
City of Laguna Beach	Pending	interested
City of Laguna Hills	Active	interested
City of Laguna Niguel	Active	interested
City of Lake Forest	Active	interested
City of Los Alamitos	Active	interested
City of Mission Viejo	Active	interested
City of Newport Beach	Active	interested
City of Orange	No	interested
City of San Clemente	Active	interested
City of San Juan Capistrano	Active	interested
City of Santa Ana	Active	interested
City of Seal Beach	No	interested
City of Tustin	Active	interested
City of Westminster	No	interested
City of Yorba Linda	Active	Yes
County of Orange	No	Yes
Municipal Water District of Orange County	Active	Yes
Orange County Council of Governments	Active	Yes
Orange County Fire Authority	Active	Yes
Orange County Water District	Active	No
Southern California Association of Governments	Active	No



ATTACHMENTS

- A. Memorandum of Understanding between the County of Orange and OCCOG for the Orange County Data Acquisition Partnership Cycle 2
- B. Participation Agreement for the Orange County Data Acquisition Partnership Cycle 2

STAFF CONTACTS

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CDR Director
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(657) 278-4596

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP MEMORANDUM OF UNDERSTANDING

THIS ORANGE COUNTY DATA ACQUISITION MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ____ day of 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, hereinafter referred to as “OCCOG” and the COUNTY OF ORANGE, hereinafter referred to as “County” (hereinafter collectively also the “Parties” and each individually as a “Party”).

RECITALS

WHEREAS, OCCOG participated in obtaining license and other rights to an agreement administered by the Southern California Association of Governments (“SCAG”) for the acquisition of digital aerial data, as further described in Section 3 of this MOU (“Digital Aerial Data”), which was accomplished by SCAG in partnership with other cities and agencies to reduce costs and enable participants to acquire more data than would be possible individually (“Project”);

WHEREAS, the County wishes to assume responsibility previously accomplished by SCAG in acting as the lead agency over the administration of the OCDAP for the next cycle of data capture, anticipated to begin in June 2022 for the period of July 2022– June 2024 (“Cycle 2”);

WHEREAS, the County will coordinate the management of the Project, including the process for the request for quotes for the Digital Aerial Data (“RFP”) for Cycle 2, coordination with the selected vendor, payments to the vendor and verification and dissemination of the deliverables from the vendor to participating agencies;

WHEREAS, the County and OCCOG wish to enter into an agreement to obtain and share the Digital Aerial Data among various Orange County agencies that participate in the Project. The agencies participating in the Project (“Participating Agency(ies)”) shall be those agencies that enter into participation agreements with OCCOG substantially in the form of the OCDAP Participating Agreement attached hereto as Exhibit “A” (“Participation Agreement”). The Participating Agencies are collectively known as the Orange County Data Acquisition Partnership (“OCDAP”);

WHEREAS, the County will enter into an agreement with the selected vendor for Digital Aerial Data (“County-Vendor Agreement”) for the Project. The Project includes one (1) cycle of Digital Aerial Data for Cycle 2;

WHEREAS, the County will seek to establish criteria in the County-Vendor Agreement where the participating agencies comprising OCDAP may avail themselves of the pricing provided to the County under the County-Vendor Agreement so that the Project may be shared with such participating agencies at advantageous pricing;

WHEREAS, the Parties intend for any funds contributed under this MOU in excess of the County-Vendor Agreement cost to be allocated toward a cycle three (3) of data capture anticipated for the period of July 2024- June 2026 (“Cycle 3”), and to execute an amendment to this County-Vendor Agreement or new participation agreement for Cycle 3;

WHEREAS, the Parties recognize the need to invest in Digital Aerial Data to conduct local and regional planning and to evaluate current and future legislative and regulatory proposals and wish to utilize the Digital Aerial Data from the County-Vendor Agreement;

WHEREAS, OCCOG is responsible for invoicing the Parties for the Project in Cycle 2; and

WHEREAS, the Parties wish to enter into this MOU to outline the roles and responsibilities for the Project.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals.

The above Recitals are true and correct and incorporated herein by this reference

2. RFP.

For Cycle 2, the County is proceeding with the selection of one of the pre-qualified vendors identified for procurement of the Digital Aerial Data. The Parties anticipate that the County will issue a new RFP to select the vendor for the Cycle 3 Digital Aerial Data. The County will work with the OCCOG and the OCDAP Steering and Technical Advisory Committee, whose composition is outlined in the Cycle 2 Participation Agreement, in analyzing submittals from vendors to select the most qualified vendor to perform the Project. The County shall work with the OCCOG and the Steering and Technical Advisory Committee in good faith to consider any suggestions on the selection of the vendor; provided that the County shall have the ultimate discretion on the final selection.

3. Compensation.

The OCCOG will bill Participating Agencies for their respective portion of the Digital Aerial Data, except that the County will pay for its portion of the Digital Aerial Data directly to the vendor under the County-Vendor Agreement. The OCCOG will, in turn, pay to County all amounts it receives from Participating Agencies for their respective portion of the Digital Aerial Data for the Digital Aerial Data capture in 2022 for Cycle 2. The total cost of Cycle 2 will be determined based on the County-Vendor agreement. The Participating Agencies will be authorized to possess and use the Cycle 2 Digital Aerial Data for their respective organizational purposes in perpetuity, subject to the terms of the Participation Agreements.

4. Digital Aerial Data Description

- A. The Digital Aerial Data shall be of the type and meet the requirements set forth in Section 2 of the Participation Agreements.
- B. The County-Vendor Agreement shall authorize the County to provide the Participating Agencies access and use of all imagery collected and processed through the online viewing software hosted by the selected vendor through the County-Vendor Agreement or be provided copies of the data by the County.

5. Data Delivery

The County shall provide the Digital Aerial Data to each of the Participating Agencies electronically through the online platform hosted by the selected vendor pursuant to the County-Vendor Agreement or through File Transfer Protocol (FTP) or alternate electronic delivery by the County. Alternatively, upon request and receipt of a hard drive from a Participating Agency, the Digital Aerial Data will be provided by the County on such hard

drive within 30 days of receipt by the County, subject to any use restrictions set forth in the agreement between the County and selected vendor per the County-Vendor Agreement.

6. Invoicing/Payment

Pursuant to the separate Participation Agreements, OCCOG, on behalf of the County, will submit an invoice to the Participating Agencies for their respective obligated amounts as payment for the Cycle 2 Digital Aerial Data. This will be a line item invoice for those agencies that also receive an annual invoice for OCCOG dues (for OCCOG member agencies) and CDR fees. OCCOG shall invoice the Participating Agencies in July 2022. OCCOG will remit collected payments to the County within three (3) months of invoicing the Participating Agencies. In the event payment is not received by OCCOG from a Participating Agency, the Participating Agency will be denied access to the online data platform and will not receive copies of the data from the County.

7. Representations and Warranties

The County warrants that the Digital Aerial Data does not and shall not violate: (a) any applicable law, rule, or regulation (“Laws”); or (b) any contracts with third parties; or (c) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.

The County represents that it will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable Laws and third-party contracts with respect to the Digital Aerial Data.

The County warrants that it obtain full authority and sufficient right, title, and interest in and to the Digital Aerial Data subject to the terms to be set forth in the County-Vendor Agreement to grant and convey the rights accorded to the Participating Agencies per the Participation Agreements.

8. Indemnification

The County shall indemnify and defend the Participating Agencies and OCCOG against all third-party claims, liabilities, losses, expenses, suits, actions and causes of actions (including reasonable attorneys’ fees and legal expenses), fines, penalties, or damages (collectively, the “Liabilities”) to the extent such Liabilities arise out of or result from: (a) the negligent acts or omissions, the willful or intentional misconduct of the County or its employees, subcontractors or agents, in the course of providing the Digital Aerial Data; (b) the County’s breach of the terms of this MOU; or (c) any claim that any of Digital Aerial Data provided by the County infringes or misappropriates a third party’s intellectual property rights.

The OCCOG shall indemnify and defend the County, their directors, officers and employees, against all Liabilities to the extent such Liabilities arise out of or result from the negligent acts or omissions, the willful or intentional misconduct of the OCCOG, its employees, subcontractors or agents under this MOU; and shall, through the Participation Agreements, require each Participating Agency to indemnify and defend the County and OCCOG, their respective directors, officers and employees, against all Liabilities to the extent such Liabilities arise out of or result from the negligent acts or omissions, the willful or intentional misconduct of such Participating Agency, its employees, subcontractors or agents under the Participation Agreement and for any Liabilities imposed on OCCOG under this MOU that may be attributable to such Participating Agency.

9. Amendments

No alteration or deviation of the terms of this MOU shall be valid unless made in writing and properly executed by the Parties.

10. 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 County: [NEED TO ENTER NOTICE]

To OCCOG: **Marnie Primmer**
Executive Director
Orange County Council of Governments
3972 Barranca Pkwy., Suite J-127
Irvine, CA 92606

11. Force Majeure

No Parties shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties.

12. Entire Agreement

This MOU 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.

13. Execution of Agreement or Amendment by Counterparts

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 MOU or an Amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any Amendment.

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

OCCOG
Orange County Council of Governments

By
Marnie Primmer, Executive Director
Orange County Council of Governments

Date

COUNTY OF ORANGE A political subdivision of the State of California

Deputy Purchasing Agent

Print Name

Title

Signature

Date

APPROVED AS TO FORM:

Office of the County Counsel
County of Orange, California

Print Name

Title

Signature

Date

EXHIBIT "A"

PARTICIPATION AGREEMENT FOR THE ORANGE COUNTY DATA ACQUISITION PARTNERSHIP
PROJECT

**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)
Participation Agreement between the Orange County Council of Governments
and [local agency name]**

THIS ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (“OCDAP”) PARTICIPATION AGREEMENT (“Agreement”) is made by and between [local agency name], hereinafter referred to as “Local Agency” and Orange County Council of Governments, hereinafter referred to as “OCCOG” (hereinafter collectively also the “Parties”).

RECITALS

WHEREAS, the Parties wish to enter into an agreement to purchase Digital Aerial Data, reduce costs, and enable participants to acquire more data than would be possible individually. The group of participating agencies is known as the Orange County Data Acquisition Partnership (“OCDAP”);

WHEREAS, cities and agencies established the first cycle of OCDAP covering the period of July 2020 to June 2022 (“Cycle 1”);

WHEREAS, the County entered or will enter into an Agreement with NV5 (“Vendor”) for Digital Aerial Data (“County-Vendor Agreement”) for the Orange County Data Acquisition Partnership Project (“Project”), which is substantially in the form attached to this Agreement as Attachment A. The Project includes one (1) cycle of data capture anticipated to begin in June 2022 for the period of July 2022–June 2024 (“Cycle 2”);

WHEREAS, the Parties intend for any funds contributed under this Agreement in excess of the County-Vendor Agreement cost to be allocated toward a cycle three (3) of data capture anticipated for the period of July 2024–June 2026 (“Cycle 3”), and to execute an amendment to this Agreement or new participation agreement for Cycle 3;

WHEREAS, the Parties recognize the need to invest in Digital Aerial Data to conduct local and regional planning and to evaluate current and future legislative and regulatory proposals and wish to utilize the Digital Aerial Data from the County-Vendor Agreement;

WHEREAS, OCCOG is responsible for invoicing the Parties for the Project in Cycle 2;

WHEREAS, the Parties wish to enter into this Agreement to outline the roles and responsibilities for the Project; and

WHEREAS the “Recitals” are incorporated herein by this reference.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Compensation

The Local Agency will compensate the County as described in Section 4 for the Digital Aerial Data, described in Section 2 for the data capture in 2022 for Cycle 2. The total cost of Cycle 2 is \$331,241.00. The next

geospatial data capture is expected in 2024 (“Cycle 3”). Agencies participating in Cycle 2 are not obligated to participate in Cycle 3. Regardless of whether the Local Agency chooses to participate beyond Cycle 2, the Local Agency is authorized to possess and use the Cycle 1 and Cycle 2 Digital Aerial Data described in Section 2 for its organizational purposes in perpetuity, subject to the use provisions set forth in Section 3 and disclosure provisions of Section 5. If applicable, an amendment to this Agreement or separate participation agreement will be executed by the Parties for Cycle 3 and the distribution of funds for Cycle 3 will be addressed separately by such amendment or separate participation agreement. In such event, funds received in excess of the Cycle 2 costs shall be applied to Cycle 3. In the event that the Local Agency determines not to participate in Cycle 3, funds paid in excess of the Cycle 2 costs shall be forfeited. If the OCDAP does not continue past Cycle 2, any funds collected by OCCOG in excess of the Cycle 2 costs shall be returned to the Parties in proportion to their separate contributions.

2. Digital Aerial Data Description

- A. Digital Imagery: 3-inch resolution, 4 band (red, green, blue, and near infrared) true natural color digital orthophoto/ortho-rectified data covering Orange County and portions of surrounding area as shown in the map in Attachment A (page 2), attached hereto and incorporated herein by this reference. Digital imagery will be provided in the following formats: GeoTIFF tiles and mosaic of ECW or MrSID tile format (which includes seamline generation, radiometric balancing and final color balancing to ensure seamless consistent coverage of the area of interest). These data will be California State Plane Coordinate System, Zone 6 (US feet), Datum NAD 83.
- B. Building footprints: Outlines of building footprints for structures that are 300 square feet or greater will be provided for all Orange County in shapefile format with z values. These data will be California State Plane Coordinate System, Zone 6 (US feet), Datum NAD 83. The vertical datum will be North American Vertical Datum of 1988 (NAVD88), US Feet.
- C. Pursuant to the terms of the County-Vendor Agreement, , the Parties will have access and use of all imagery collected and processed through the online viewing software hosted by Vendor or be provided copies of the data by the County as described in Section 3.

3. Data Delivery

When possible, the digital data will be provided electronically through the online platform hosted by Vendor or through File Transfer Protocol (FTP) or alternate electronic delivery method by the County.

Alternatively, upon request and receipt of a hard drive from the Local Agency, the digital imagery data will be provided by the County on such hard drive within 30 days of receipt by the County, subject to any use restrictions set forth in the agreement between the County and Vendor.

4. Invoicing/Payment

OCCOG, on behalf of the County, will submit an invoice to the Local Agency for the amount listed in Attachment C “OCDAP Cycle 2 Participation Costs”, attached hereto and incorporated herein by this reference, as payment for Cycle 2 Digital Aerial Data. The Local Agency will submit payment to OCCOG within 30 days. This will be a line item invoice for those agencies that also receive an annual invoice for OCCOG dues (for OCCOG member agencies) and CDR fees. OCCOG shall invoice the Parties in July 2022. OCCOG will remit collected payments to the County within three months of invoicing Parties. In the event payment is not received by OCCOG from the Local Agency, the Local Agency will be denied access to the online data platform and will not receive copies of the data from the County.

The parties further understand and acknowledge that if the County does not proceed to approve the County-Vendor Agreement, this Agreement shall be deemed null and void and the parties will have no further obligations.

5. Disclosure of Information

The Local Agency may distribute the Digital Aerial Data to its subcontractors, partners, or consultants on projects that are outsourced from its own operations. The Local Agency shall require each subcontractor, partner, or consultant to whom the Digital Aerial Data is transferred or distributed to execute a written acknowledgement and agreement provided as Attachment B, Orange County Data Acquisition Partnership (OCDAP) Authorized User Confidentiality and Non-Disclosure Agreement, attached hereto and incorporated herein by this reference.

6. Steering Committee

The Steering and Technical Advisory Committee (“STAC”) shall meet at least six (6) times each year to (1) decide on the deliverables for each OCDAP Cycle, including geographic coverage, (2) set pricing structure for agency participation, (3) review the status of participation agreement signatures, project deliverables and OCDAP financial status, (4) modify budget and deliverables upon addition or termination of a Party, (5) decide how any surplus will be used, refunded or redistributed if the project ends, (6) provide review and creation of OCDAP documents, (7) facilitate the acquisition and sharing of data, and (8) address other matters vital to the function of the OCDAP.

The Steering and Technical Advisory Committee will be comprised of staff representing the Parties that contribute at least \$20,000 for that cycle. Each Party on the Steering and Technical Advisory Committee will each have one voting member of equal standing and there will be one city representative. The designees from each Party shall be named by July 1 of the beginning of the two-year OCDAP cycle. An organization may also designate an individual(s) to serve as an alternate member. The Steering and Technical Advisory Committee chair and vice-chair will be elected for a two-year term. City representatives will be solicited and appointed by the OCCOG TAC.

7. Representations and Warranties

The Local Agency warrants that its use, grant, and conveyance of the Digital Aerial Data will not violate any applicable terms set forth in the County-Vendor Agreement.

8. Indemnification

OCCOG agrees to indemnify and defend the Local Agency against all third-party claims, liabilities, losses, expenses, suits, actions and causes of actions (including reasonable attorneys’ fees and legal expenses), fines, penalties, or damages (collectively, the “**Liabilities**”) to the extent such Liabilities arise out of or result from: (a) the negligent acts or omissions, the willful or intentional misconduct of OCCOG or its employees, subcontractors or agents, in the course of providing the Digital Aerial Data; (b) OCCOG’s breach of the terms of this Agreement; or (c) any claim that any of Digital Aerial Data provided by OCCOG infringes or misappropriates a third party’s intellectual property rights.

The Local Agency agrees to indemnify and defend the County and OCCOG, their directors, officers and employees, against all Liabilities to the extent such Liabilities arise out of or result, from: (a) the negligent acts or omissions, the willful or intentional misconduct of Local Agency or its employees, subcontractors or agents under this Agreement; or (b) Local Agency’s breach of the terms of this Agreement.

9. Amendments

No alteration or deviation of the terms of this Agreement shall be valid unless made in writing and properly executed by the Parties.

10. Notices

Any notice or notices required or permitted to be given pursuant to this Agreement 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 physical or email addresses:

To OCCOG: **Marnie Primmer**
Executive Director
Orange County Council of Governments
3972 Barranca Pkwy., Suite J-127
Irvine, CA 92606
marnie@occog.com

To **Local Agency Name:**

11. Force Majeure

No Parties shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties.

12. Entire Agreement

This Agreement represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This Agreement supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties.

13. Execution of Agreement or Amendment

This Agreement, 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 Agreement or any Amendment may be executed by way of a manual or authorized digital signature processed by a technology authorized by the California Secretary of State. 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.

14. Effective Date

The Effective Date of this Agreement shall mean the date (meaning the last date indicated below) that the Parties have fully executed this Agreement.

**SIGNATURE PAGE TO
ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP) AGREEMENT**

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

By
XXX
Local agency name

Date

By
Marnie Primmer, Executive Director
Orange County Council of Governments

Date

DRAFT

ATTACHMENT "A"

COUNTY SCOPE OF WORK FOR THE ORANGE COUNTY DATA ACQUISITION PARTNERSHIP
PROJECT

[See Following Page]

DRAFT



Please update date and quote/services summary to reflect final choices.

May 18, 2022

Cameron,

Here is our list of data and services you are requiring for the group and a breakdown of pricing.

Imagery

Eagle will provide 3-inch pixel resolution imagery captured in May/June/July 2022 using the highest quality, state of the art, full format digital mapping camera, the UltraCam Eagle Mark 3, using one of only two such cameras in the western USA. The imagery will be orthorectified using Eagle's proprietary elevation model and techniques that have been fine-tuned for a decade, yielding an industry best horizontal accuracy certified by OC Public Works as being plus/minus less than 4 inches (see accompanying OCPW analysis done by Art Andrew). Eagle will utilize the County's GPS control network and we will allow QA/QC review to be done by the County and agencies prior to acceptance. 4-band is included (red, green, blue, and near-infrared) true natural color digital orthophoto/ortho-rectified data.

Historical Data Stack

We will provide access to Eagle's exclusive 3-inch resolution historical data stack, which is the only high-resolution imagery available for Orange County for EVERY YEAR from 2010 until the present. It will be delivered via our fast WMTS imagery service to all consortium members, allowing them continual access to an annual sequence every year from 2010 to 2022. They will be able to zoom down to individual properties with clarity not available elsewhere. This is a significant benefit to the consortium members. This dataset will be compatible with the software we will provide and ESRI, AutoCAD, etc.

Software

Eagle will provide a viewer that will allow you to access aeriels fast via WMTS and do measurements and data analysis. This software provides a secure, on demand access to your data. Simple viewers and search tools allow anyone to visualize data and find answers fast. Any authorized user can work with the imagery from any computer. Managers and technicians can view massive 2D maps in simple, intuitive applications. With our powerful data delivery tools, you can search in a map to discover all the spatial data in a project area, and export only what is needed for a task (clip & ship).

The software works with standard spatial formats like WMTS, geodatabase and shapefile. It allows the import of any attributes or schema and to configure as needed. It supports REST APIs, OGC Compliant streaming, standard plug-ins, and integration with solutions from Esri, IBM, SAP, Oracle, and more. Securely access cloud-hosted spatial data which allows access your data where and when you need it.

1



*Note: The software & historical imagery access will be for two years.

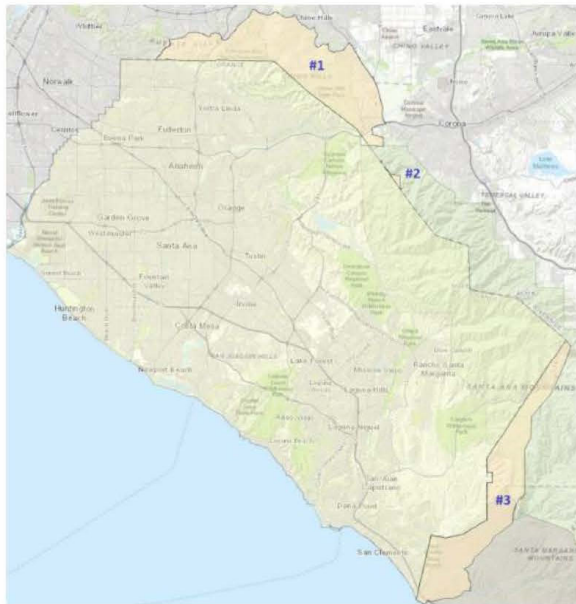
Building Footprint Update

Eagle will update Orange County’s existing building footprint layer (from OCDAP Cycle 1) that consists of 685,354 buildings with the County Boundary which covers an area of 871 square miles. The buildings that have been updated or are new buildings since your existing dataset was created will include a building height attribute. We will utilize the 2022 stereo imagery to update the County’s existing building footprint layer. We will only update changes to the building layer. For example, if a building is no longer present, the existing building footprint will be deleted; if an existing building has changed, it will be updated; if there is a new building, it will be newly collected. Building footprints will be delivered in an ESRI shape file format. Z-value/height will be included.

Discussion of Imagery Production Pricing:

Traditional Orange County coverage/photographed AOI is 871 square miles with the traditional 500- foot buffer. This project will increase the buffer around the County in the three areas indicated in Figure 1 below totaling approximately 96 square miles. Resolution will be 3” for the full AOI (county and buffer area).

Figure 1





As you know, EagleView took a year to get the data to the SCAG consortium. Part of the reason is the increased AOI size. We will certainly be able to get it done faster than they could. But delivery could be delayed a while to process an AOI that size.

Camp Pendleton area may be delayed and delivered separately if not able to receive clearance to fly at the same time as the rest of the project

Thanks,

A handwritten signature in black ink that reads "Wayne Tate".

Wayne Tate

<u>Product/Service</u>	<u>Total: High Res. Ortho, Historical data stack, Software & Footprint update</u>
#1) Orange County with buffer (provided) 3" in buffer & OC Mountains plus additions*)	\$331,214.00

*Additions consist of Bundled Package: 1) Software for Non-GIS customers & training 2) Streaming of Historical Data stack and 3) Building Footprint Update

DRAFT

ATTACHMENT "B"

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

[See Following Page]

**ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)
AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (“OCDAP”) AUTHORIZED USER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“NDA”) is entered as of _____, 20__ by and between [Local Agency Name] and the undersigned entity (“Authorized User”).

1. NV5, a company with offices at 200 South Park Road, Suite 350 Hollywood, Florida 33021-8798 (“NV5”), and the County of Orange (“COUNTY”) have entered into that certain agreement dated _____ (“Agreement”) for the delivery of licensed digital mapping data and software (“Licensed Products”) to the COUNTY. Under the Agreement, certain governmental entities, including COUNTY departments and non-COUNTY Authorized Participants, which participate in OCDAP (“OCDAP Member Agencies”) shall be granted copies of or otherwise provided access to the Licensed Products through a Participation Agreement (“Participation Agreement”) with the COUNTY.
2. Pursuant to the Participation Agreement and for purposes of this NDA, the OCDAP Member Agency includes [Local Agency Name].
3. Pursuant to Section 5 of the Participation Agreement, Licensed Products may only be accessed or otherwise used by other entities besides the COUNTY, such as OCDAP Member Agencies. OCDAP Member Agencies in turn may choose to share Licensed Products with other partners, contractors or consultants that use the Licensed Products either at their facilities or for any Project (as defined below).
4. The undersigned (“Authorized User”) desires to use the Licensed Products solely for noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project (“Project”).
5. The undersigned Authorized User understands and agrees that the Licensed Products contain trade secret and/or confidential information (“Confidential Information”) of Pictometry. Therefore, by signing this NDA, the Authorized User agrees that it will use, and require any of its authorized employees, agents or consultants to use, the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA in perpetuity. The Authorized User understands and hereby acknowledges that it shall be solely responsible for assuring its authorized employees, agents and consultants comply with the terms of this NDA and shall implement whatever methods it deems necessary to assure such compliance.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

AUTHORIZED USER:

Signature: _____ Address: _____
 Name: _____
 Organization: _____ City/Zip: _____
 Date: _____ Phone: _____
 Email: _____

[Local Agency Name]:

Signature: _____ Name: _____
 Date: _____ Title: _____

DRAFT

ATTACHMENT "C"

ORANGE COUNTY DATA ACQUISITION PARTNERSHIP (OCDAP)

CYCLE 2 PARTICIPATION COST SCHEDULE

Agency	Cost
Aliso Viejo	\$3,000
Anaheim	\$6,500
Brea	\$3,000
Buena Park	\$3,000
Costa Mesa	\$3,000
Cypress	\$3,000
Dana Point	\$3,000
Fountain Valley	\$3,000
Fullerton	\$3,000
Garden Grove	\$3,000
Huntington Beach	\$5,000
Irvine	\$6,500
Laguna Beach	\$3,000
Laguna Hills	\$3,000
Laguna Niguel	\$3,000
Laguna Woods	\$3,000
La Habra	\$3,000
Lake Forest	\$3,000
La Palma	\$3,000
Los Alamitos	\$3,000
Mission Viejo	\$3,000
Newport Beach	\$3,000
Orange	\$5,000
Placentia	\$3,000
Rancho Santa Margarita	\$3,000
San Clemente	\$3,000
San Juan Capistrano	\$3,000
Santa Ana	\$6,500
Seal Beach	\$3,000
Stanton	\$3,000
Tustin	\$3,000
Villa Park	\$3,000
Westminster	\$3,000
Yorba Linda	\$3,000
County of Orange	\$50,000
MWDOC	\$50,000
OCCOG	\$20,000
OCFA	\$58,702



AGENDA ITEM # 6

Approval of Agreement with Pictometry to extend Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNEXplorer online platform

STAFF RECOMMENDATION

Authorize OCCOG Executive Director to execute Agreement with Pictometry to extend the Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNEXplorer online platform for one year through June 30, 2023.

BACKGROUND

In June 2020, Orange County agencies and SCAG partnered to pool resources to purchase online and GIS-accessible aerial imagery and other digital data for Orange County. This joint effort—known as the Orange County Data Acquisition Partnership (OCDAP)—reduces the cost of purchasing aerial imagery and other GIS information that can be used by all departments within an agency without the need for GIS software by including a user-friendly, non-GIS platform; GIS users would have access to GIS data. Some of the goals are to reduce or eliminate duplicate purchases across the region, reduce costs using economies of scale, and allow for unlimited and cross-departmental users within an agency.

DISCUSSION

OCDAP Cycle 1 covered the period of July 2020 through June 2022 and products included 3-inch pixel aerial/ortho imagery, infrared, and building footprints. Cycle 1 services included training, webinars, and a stand-alone online platform (CONNEXplorer) for participating agencies to view and use products without a GIS license. With SCAG declining to participate in Cycle 2 and transferring project management to the County of Orange, there will be a gap in services between the two cycles. To reduce this and enable current Cycle 1 participants to continue to utilize the data through the Cycle 1 vendor's online platform, the OCDAP Steering and Technical Advisory Committee (STAC) authorized the use of Cycle 1 reserve funds to cover the \$6,750 cost for a one-year extension of the CONNEXplorer online platform.

Related to the previous OCDAP item on this same agenda, today's request includes the recommendation for the OCCOG Board to authorize the OCCOG Executive Director to execute the Agreement with Pictometry to extend the Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNEXplorer online platform for one year through June 30, 2023.



ATTACHMENTS

- A. Draft Agreement with Pictometry to extend the Orange County Data Acquisition Partnership (OCDAP) Cycle 1 CONNECTExplorer online platform
- B. Quote for CONNECTExplorer online platform extension

STAFF CONTACTS

Marnie O'Brien Primmer
OCCOG Executive Director
marnie@occog.com
(949) 698-2856

Fred Galante
OCCOG Counsel
fgalante@awattorneys.com
(949) 223-1170

Deborah Diep
CDR Director
ddiep@fullerton.edu
(657) 278-4596

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND
ORANGE COUNTY COUNCIL OF GOVERNMENTS _____ (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

ORANGE COUNTY COUNCIL OF GOVERNMENTS

3972 Barranca Pkwy., Suite J-127

Irvine, CA 92606

Attn: Marnie Primmer, Executive Director
--

Phone: (949) 698-2856

PICTOMETRY NOTICE ADDRESS

25 Methodist Hill Drive

Rochester, New York 14623

Attn: General Counsel

Phone: (585) 486-0093 Fax: (585) 486-0098
--

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer’s payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A “Force Majeure Event” means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the “Effective Date.”

PARTIES:

CUSTOMER	PICTOMETRY
ORANGE COUNTY COUNCIL OF GOVERNMENTS	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 25 Methodist Hill Drive
 Rochester, New York 14623

ORDER #

BILL TO
<u>ORANGE COUNTY COUNCIL OF GOVERNMENTS</u>
<u>3972 Barranca Pkwy., Suite J-127</u>
<u>Irvine, CA 92606</u>
<u>Attn: Marnie Primmer, Executive Director</u>
<u>Phone: (949) 698-2856</u>
<u>marnie@occog.com</u>

SHIP TO
<u>ORANGE COUNTY COUNCIL OF GOVERNMENTS</u>
<u>3972 Barranca Pkwy., Suite J-127</u>
<u>Irvine, CA 92606</u>
<u>Attn: Marnie Primmer, Executive Director</u>
<u>Phone: (949) 698-2856</u>
<u>marnie@occog.com</u>

CUSTOMER ID	SALES REP

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	<u>Pictometry Connect – CA - 250</u>	<u>Quote Q-88089; one-year extension</u>	<u>\$6,750.00</u>		<u>\$6,750.00</u>
1	<u>Pictometry Connect View – CA</u>	<u>Pictometry Connect View – CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere via a web application or service based integration. The quantity represents the number of years in the Connect term.</u>	<u>\$750</u>	<u>100%</u>	<u>\$0</u>
SUBTOTAL					<u>\$6,750.00</u>

Thank you for choosing Pictometry as your service provider.	TOTAL	<u>\$6,750.00</u>
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¹Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

- [CA Orange](#)
- [CA Los Angeles](#)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys’ fees and court costs.

Due at Activation of Online Services
Total Payments

**PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content,

all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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7. **MISCELLANEOUS PROVISIONS.**
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 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.
 - F. **Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event.

A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]



Budget Proposal

Proposal for:
Project Name: Connect
Quote Number: Q-88089
Contract Term: 1 Year(s)

EagleView Rep: Christian Stitz
Phone Number: (636) 443-5779
Email: christian.stitz@eagleview.com
Expiration Date: 9/30/2022
Targeted Capture: Non-Capture

Total: \$6,750.00



Budget Proposal

Proposal for:
Project Name: Connect
Contract Term: 1 Year(s)

EagleView Rep: Christian Stitz
Expiration Date: 9/30/2022
Targeted Capture: Non-Capture

Qty	Product	List Price	Discount (%)	Subtotal
1	Pictometry Connect - CA - 250	\$6,750.00		\$6,750.00
			TOTAL:	\$6,750.00

TOTAL: \$6,750.00

This quote is non-binding, creates no legal rights, duties or obligations, expressed or implied, on either party, and shall become binding only in the event that Pictometry and Customer enter into a definitive agreement incorporating it. The pricing quoted above does not reflect applicable taxes, which will be reflected in any resulting definitive agreement with Customer. This quote is valid until the date shown above, after which it expires. All Discounts are approximate.



AGENDA ITEM # 7

Authorize Executive Director to enter into Task Order Agreements with approved On-Call Services (OCS) Consultants for REAP-related planning support for member jurisdictions

STAFF RECOMMENDATION

Authorize the Executive Director, in consultation with General Counsel, to enter into Task Order Agreements with one, or all, of the six (6) OCS consultants approved by the OCCOG Board at the April 28, 2022, Board Meeting. Task Order Agreements are for services to support member jurisdictions with Housing Element and Zoning updates required by current State Law, and other associated activities that increase the number of housing units, comply with all REAP fund grant requirements, and can be completed by June 15, 2023.

SUMMARY

The Orange County Council of Governments, a California Joint Powers Authority (“OCCOG”), issued a Request for Qualification’s (RFQ’s) to create a prequalified list of consultants to provide On-Call Services (OCS) as another member support option through our Southern California Association of Governments (SCAG’s) Subregional Partnership Program (SRP), Regional Early Action Planning (REAP) grant program of projects. Services available through this option include technical support and assistance needed to fulfill OCCOG and member agencies’ obligations to conduct housing-related planning activities including but not limited to rezoning efforts related to the Regional Housing Needs Assessment (RHNA) and AB 1398 compliance.

OCCOG member jurisdictions may request services (that fully comply with grant program requirements) utilizing the prequalified consultants list or bench, to support their needs, related to efforts to complete REAP eligible projects and programs, on a task order basis. By establishing this program option, OCCOG is demonstrating its commitment to accomplishing REAP goals, as well as providing important hands-on support to OCCOG member jurisdictions while planning for increased housing production.

This task order-based option was identified and developed through an iterative process that included input and feedback from the OCCOG Board, Executive Management Committee (EMC), Technical Advisory Committee (TAC), and individual member jurisdictions. Early on members expressed interest in a wide variety of support services and resources that could be used to help them comply with RHNA and AB1398 mandated activities and aggressive deadlines. Through consultation the idea of a task order based list or bench of experts available to provide strategic and technical advice, an extra set of hands to help process permits, respond to agency questions, and prepare reports, and specific support for unexpected projects that require attention and a quick



turn around in order to address unanticipated commitments and/or timelines required to obtain HCD approval on a jurisdiction's Housing Element update.

The OCCOG Board concurred with this approach and directed staff to develop a process to provide members access to a task order-based list or bench of experts. Staff solicited responses to a call for qualifications and evaluated the respondents' submittals. At the April 28, 2022, OCCOG Board meeting⁵, staff recommended and the Board approved placing six (6) qualified consultants on the OCS list. By providing this on-call resource, OCCOG is enabling a nimble approach to getting needed consulting resources to our members in an equitable and transparent fashion, making their services available to our member jurisdictions on a rolling basis through June 15, 2023.

TODAY'S ACTION

Today, staff is seeking approval to proceed with the recommended Task Order Agreements with a consultant, or multiple consultants, to begin work on the highest priority activities as requested in the May/June 2022 survey. The work will be conducted on a not-to-exceed basis and all deliverables must be completed by June 15, 2023, so deliverables and invoices can be prepared and submitted to SCAG by the June 30, 2023, deadline for this funding program.

BACKGROUND

IDENTIFYING RESOURCES NEEDED

Subsequent to the April 28, 2022, meeting OCCOG staff have executed contracts with all six OCS firms and solicited interest from member jurisdictions regarding use of the consultants on the list.

OCCOG provided two survey vehicles to gather input and gauge resources and areas of expertise needed by jurisdictions. An initial general survey was sent to members in March of 2022 to gauge their interest in the types of services that would be of most help. The March 2022 survey provided an excellent snapshot that assisted staff in finalizing the RFQ, and a subsequent survey was then developed to drill down and get more detail about types of services needed and special projects that member jurisdiction may need support with beyond a more general access to the OCS. The results of both surveys were reported to the OCCOG TAC for their information and further input in crafting the final task order approach presented here, and staff also discussed results with the OCCOG EMC.

The OCCOG On-Call Services Request Survey was announced at the May 3 TAC meeting and released to all member jurisdictions through the TAC contact list on Monday May 9, 2022. The original survey close date was May 26, 2022. This date was ultimately extended to June 6, 2022, to accommodate the Memorial Day weekend. Of the 35 eligible jurisdictions (34 cities and the County of Orange)



roughly half (48.6%) responded, or 17 of 35.

The survey asked jurisdictions for their interest in receiving support services consistent with SRP and REAP guidelines that include a deliverable and concrete metrics associated with completion the work. Jurisdictions were asked their interest in several areas including:

- Housing element preparation, including site selection and rezoning
- Additional planning counter staff to help expedite housing permits
- Public engagement, outreach, and/or meeting facilitation
- Support, including permitting, for ADUs and JADUs
- Updates to Local Coastal Plans related to housing production and the 6th RHNA cycle
- Infrastructure planning that prioritizes infill development
- EIR preparation support for housing projects
- Feasibility or parking studies related to accelerating housing production
- Site evaluation and selection
- Zoning-related activities
- Other housing-related planning activities as needed or directed

Jurisdictions were also asked for information on how best to provide support to them including their interest in:

- One-on-one discussions with an expert to help identify needs and gaps and define a scope of work to address.
- “Ask an Expert” office hours or Expert Advisory sessions on key topics, and their preference on days/times.
- On-site or off-site staff augmentation to assist with the completion of plans, reports or other work products or to provide additional bandwidth for permit counters and approval activities.
- Plans, reports, and documents that would be beneficial to a group or team of jurisdictions so it would be possible to expand the reach of the program.
- Unique, jurisdiction-specific activities focused on meeting unanticipated commitments and timelines brought about by recent changes in state law.

SURVEY RESPONSES

As previously mentioned, 48.6% (17 of 35) of eligible OCCOG member jurisdictions responded to the survey. Of those that responded the following trends emerged:

- 62% requested a one-on-one consultation
- 73% indicated an interest in offsite staff support, with the majority (53%) indicating one additional staff person was needed
- 27% indicated an interest in onsite support with vast majority indicating there were special insurance requirements (80%) or background checks (73%) that may be required



- 73% of respondents indicated an interest in an “Ask the Expert” program
- 41% requested a unique project or service, and of those all but one indicated they could work with a lower amount than requested if need be.

Based on the responses to the survey OCCOG staff developed the recommendations presented below for the Board’s review and concurrence.

RECOMMENDED APPROACH

Staff recommends that the Executive Director, Legal Counsel, and REAP Manager, initiate discussions with the pre-qualified OCS consultants and prepare and execute Task Order Agreements to begin work in the following areas:

1. Consulting and Expert Advisory Services
 - a. “Ask an Expert” office hours
 - b. One-on-One consultations and technical support
2. Model Document Preparation
3. Staff Support
4. Individualized Support
 - a. Project support requested that does not fit within tasks 1-3 but meets the requirements of the REAP program and fits within the overall OCS budget.

At this time based on prior commitments and available resources OCCOG can direct approximately **\$760,000** to this round of member requests. Consistent with the responses we propose the following distribution of these funds:

Type of Support	Funding Allocation	Member Participation	Notes
Consulting and Expert Advisory Services	\$120,000	All members benefit	Topics to align with member priorities
Model Document Preparation	\$120,000	All members benefit	AFFH Toolkit and Outreach Package, Model Objective Design Guidelines, Model HE Implementation Roadmap, ADU Outreach Package
Staff Support (onsite and offsite)	\$200,000	16 jurisdictions specified need for staff support	Onsite staff support may require insurance, health screenings, and /or background checks.
Individualized Support	\$320,000	7 jurisdictions requested support for special projects	Design Guidelines, HE Review, HE Implementation Roadmap, Inventory Tracking Process (if not covered through other means)



Staff also intends to evaluate whether, or not, specific requests for visualizations, site inventories, and ADU related requests may be satisfied by utilizing already active contracts for these services. Should the allocation of funds vary within an individual category more than 20% OCCOG staff will return to the Board with an updated plan. Under no circumstances will OCCOG staff execute task orders that exceed the available funding for these contracts.

FUNDING

Since our last report SCAG has informed OCCOG that we will be receiving approximately \$3.250M in sub-allocated funds from the Southern California Association of Governments (SCAG) as part of the Subregional Partners Program (SRP) of the Regional Early Action Planning (REAP) Grant Program. OCCOG has submitted four projects in the sub-region's application for the REAP program. Housing Related Planning Activities (Project #1) has several components which are in process already, and these selected consultants will provide additional resources and bandwidth to conclude the activities described in OCCOG's SOW with SCAG by June 30, 2023. It is anticipated that work under these contracts will be conducted as part of Project #1. It should be noted that SCAG made an additional allocation of 5% of our initial SRP REAP funding, totaling approximately \$162,500, and this has been added to the Project 1 Budget. Of the Project 1 Budget **\$760,000** is currently available to allocate to these Task Orders. OCCOG staff will revisit the REAP budget allocations in August of 2022 and may make adjustments that would result in additional funds becoming available for the Task Order program. If that is the case, staff will consult with the TAC and EMC, and return to the Board with a plan for use of additional funds.

CONSULTANTS

At the April 28, 2022 Board Meeting the following consultants were approved as the highest rated and offering the best value to OCCOG. They are presented below in alphabetical order:

1. Baird + Driscoll
2. Curt Pringle & Associates
3. Houseal Lavigne
4. Interwest
5. LSA
6. Placeworks

Subsequent to Board approval, staff entered into contract discussions with these six (6) firms and completed fully executed contracts with all six firms in May 2022.

TIMING

There is an urgency about this work since it will support the efforts of OCCOG's members to comply with state housing law and AB 1398 rezoning timeframes. In addition, all REAP 1.0-funded projects and activities must be completed and deliverables submitted by June 30, 2023, so all work must be materially completed by June 15, 2023 to accommodate close out activities.



NEXT STEPS

1. OCCOG staff will prepare Task Order requests and agreements for the OCS consultants consistent with the recommendations in this report in order to initiate housing production and zoning support work for our members.
2. OCCOG will consider efficiency and economies of scale when requesting Task Order responses from consultants including familiarity with the work, previous work with the jurisdiction, and availability of staff.
3. OCCOG will select the consultant(s) to perform the work and will issue an NTP to start work.
4. OCCOG may direct some OCS resources requests to other active REAP projects if already-active projects provide a clear path to obtaining the support requested.

ATTACHMENTS

- A. Sample Task Order Form

STAFF CONTACT

Marnie O. Primmer
OCCOG Executive Director
(949)216-5288
marnie@occog.com



OCCOG REAP TASK ORDER FORM

Project Type: Advisory Services	Task Order ID: C0002XX-2022+ Task Order #1
Task (Title): Expert Advisory Services and Misc. Support	
Consultant: TBD	
Issue Date: 06/23/2022	Due Date: 06/01/2023
Issued By: Marnie Primmer	NTP?: No. NTP will be issued via email.

Scope Description (including approach):

Consultant shall provide expert advisory services, expert review of documents and advice pertaining to HCD or other review comments. Consultant may also be asked to prepare model documents related to Housing Element compliance, Zoning updates, and other activity required by members to comply with state requirements related to housing. Once the consultant is engaged, it must provide an estimate of the hours, staff person (s), and billing rates that will be used to complete the assignment. Consultants are required to submit invoices for every month of work. If no work is performed in a given month, consultant should report "No Work Was Performed" to the OCCOG Project Manager by the 1st business day of the following month. For every month work is performed, consultant must provide an invoice and documentation of hours worked to OCCOG, in accordance with its contract, by the 15th day of the following month.

Identify Interfaces and Impacts on Housing Element & Zoning Updates:

It is anticipated the advice and other activities conducted as part of this task order will streamline completion of HE and Zoning updates.

Deliverables & Schedule:

-	Deliverables	Due Date
1.	"Ask an Expert" and Consultation Sessions, as assigned	As Assigned
2.	Expert review of documents, as assigned	As Assigned
3.	Preparation of model documents and other support	As Assigned

Budget

OCCOG/Member Estimate		Consultant Estimate		Agreed Value		Additional Cost Considerations
Hours	Cost	Hours	Cost	Hours	Cost	
						Not to exceed \$20,000.

Log of Review and Acceptance

Requested By: Michelle Boehm	Signature:	Date:
Reviewer-1: Fred Galante	Signature:	Date:
Reviewer-2: N/A	Signature: N/A	Date: N/A
Approved By: Marnie Primmer	Signature:	Date:

This Form provides documentation of Task Order, and approval of proposed SOW, Budget, Schedule, and Deliverables. This does not constitute an NTP, unless it is so stated on the form. If it is not so stated, an NTP will be provided separately once agreement has been reached.



AGENDA ITEM # 8

Approve 2022-2025 Strategic Plan

RECOMMENDED ACTION

Approve the OCCOG 2022-25 Strategic Plan as presented or amended.

SUMMARY

OCCOG initiated a strategic plan update in January 2021. After receiving input from both voting and ex-officio Board Members, Orange County city managers, community development directors and OCCOG Technical Advisory Committee members, staff has developed a Draft 2022-2025 Strategic Plan to guide OCCOG over the next three years. The Strategic Plan includes six goals, with accompanying strategies, tactics, metrics and timeline. Staff is seeking approval of the plan and will begin implementation with the 2022-23 Work Plan.

BACKGROUND

OCCOG's strategic plan was last updated in 2016. The Draft 2022-2025 Strategic Plan is the culmination of outreach via a survey, small-group virtual focus groups with Board Members, a focus group with OCCOG Technical Advisory Committee members and benchmarking review of five Councils of Governments in the SCAG region. Participation among the board was strong, with 78% of Board members participating. Additionally, nearly all member jurisdictions were represented in the outreach process as well.

Based on the input received during the outreach process, OCCOG staff has crafted a Draft Strategic Plan that is intended to uphold the OCCOG Mission, Vision, and Values statements while guiding the course of the agency's activities over the coming three years. OCCOG is also undertaking a comprehensive analysis of regional governance structure, an update of the Bylaws, updating the Communications Plan, and will shortly begin the 2022-23 budget and work plan development process.

The following are the proposed OCCOG strategic goals for the next three years:

1. Advocate for Orange County in regional decision-making.
2. Provide a forum for collaboration of elected officials and technical staff in OCCOG's five policy areas.
3. Educate local, state and federal elected leaders about OCCOG's legislative and policy priorities.
4. Provide tools and support to OCCOG members and technical staff.
5. Communicate effectively about OCCOG's mission, goals, actions and positions.



These five goals build on the work of the OCCOG over the past several years as well as align with the direction the Board has indicated it would like to see the organization take moving forward. The goals respond to clear and consistent requests from Board and technical staff stakeholders that the value of the OCCOG is in supporting greater engagement at SCAG and facilitating education of technical staff and elected leaders in the five policy areas that are the COG's focus. Staff has discussed the summary results of the focus groups and the draft plan goals at the Executive Management Committee and Ad Hoc Governance Committee and has incorporated feedback and comments from both focus group participants as well as committee members into the Plan. Staff is now seeking Board input and direction before finalizing the Plan.

Staff presented the draft plan to the Board at the May 26, 2022 meeting. Staff subsequently presented the final Draft Strategic Plan to the OCCOG Technical Advisory Committee on June 7, 2022 and to the Executive Management Committee on June 13, 2022. The final Plan is before the Board today for approval. No changes have been made since the draft Plan was presented at the May 26, 2022 meeting.

ATTACHMENTS

- A. DRAFT 2022-2025 OCCOG Strategic Plan

STAFF CONTACT

Marnie O'Brien Primmer
OCCOG Executive Director
949-698-2856
marnie@occog.com



Executive Summary

The Orange County Council of Governments (OCCOG) is a voluntary joint-powers agency that is one of 15 designated subregional planning agencies in the SCAG region. Orange County's 34 cities, the County of Orange, and 25 special districts are members of OCCOG and work together to improve efficiency, pool technical expertise, share best practices and speak with a united voice when regional policy making is taking place. OCCOG provides a vehicle for member agencies to engage cooperatively on matters important to the county as whole in five policy areas: land use (housing), mobility, water, energy and air quality.

The OCCOG Board consists of 19 voting board members and nine ex-officio board members. Voting Board Members also serve on SCAG committees and the SCAG Regional Council.

A strategic plan for OCCOC was last approved in 2016. Since that time, OCCOG's Board of Directors, Technical Advisory Committee and staff have worked to fulfill the components of that plan. While comprehensive, the strategic plan did not anticipate extreme RHNA number mandates, extensive housing legislation and a world-wide pandemic that would disrupt plans and magnify need to effectively serve OCCOG members and protect the local control that keeps Orange County a special place to live, play and do business.

While the proposed 2022 – 2025 Strategic Plan includes specific tactics, staff is fully aware that OCCOG must be nimble and proactive when both opportunities and challenges arise to meet our stated strategic goals.

To support the development of the 2022-2025 Strategic Plan, a survey was distributed to Technical Advisory Committee members, city managers and community development directors. Small-group virtual focus groups were conducted with Board and Ex-Officio Member and a follow up virtual focus group was held with Technical Advisory Committee members. Additionally, benchmarking was conducted with the five Councils of Governments located closest to Orange County's border. Through the outreach, we heard loud and clear that housing would continue to be a priority issue over the next three years, the importance of facilitating collaboration and the need for relevant and centralized information on the legislation, regulation and policies that impact planning in Orange County.

In short, the 2022-2025 Strategic Plan guides how OCCOG will educate, advocate, collaborate and communicate over the next three years with five strategic goals:

1. Advocate for Orange County in regional decision-making.
2. Provide a forum for collaboration of elected officials and technical staff in OCCOG's five policy areas.
3. Educate local, state and federal elected leaders OCCOG legislative and policy priorities.



4. Provide tools and support to OCCOG member technical staff.
5. Communicate effectively about OCCOG’s mission, goals, events, actions and positions.

The 2022-2025 Strategic Plan provides the broad direction for OCCOG over the next three years. The annual Work Plan and Budget will identify initiatives and funding, and the 18-month Communication Plan will outline communication programs to support the Board-approved Strategic Plan goals and objectives.

OCCOG’s Mission Statement, Vision Statement, Values

MISSION:

The Orange County Council of Governments convenes jurisdictions throughout the County to address housing/land-use, energy, mobility, air quality, and water issues facing our residents and ensure our county is represented in regional decision-making. Through implementing effective governance practices, we deliver value to our member agencies and the constituents they serve.

VISION:

The Orange County Council of Governments strives to be the most effective sub-regional planning organization in the State through cultivating excellence and leadership at the technical, executive and governing board level.

VALUES:

Accuracy: The information provided by OCCOG for regional planning purposes, and the studies and reports prepared by OCCOG will be beyond reproach. Our reputation rests on our ability to provide accurate data and impartial analysis for policy decision makers.

Collaboration: OCCOG seeks to bring together member jurisdictions, ex-officio partners and stakeholders throughout Orange County to develop consensus around the policy areas we address. We compliment rather than compete with ex-officio members, and know that Orange County is stronger when we speak with one voice on critical policy and legislative issues.

Efficiency: OCCOG will conduct its business in the most efficient and sustainable manner available.

Cost-Effectiveness: OCCOG is a good steward of taxpayer dollars.

Transparency: OCCOG is a model of good governance and engages members and the public openly and proactively.

Tenacity: OCCOG will fight tirelessly alongside our partners to ensure that Orange County’s needs are met in all regional planning activities.



2022-2025 Strategic Plan Update Outreach

Outreach to support development of the 2022-2025 Strategic Plan began in January 2022. Two meetings were held with OCCOG Technical Advisory Committee (TAC) leadership and the Executive Management Committee and Board were briefed on the outreach plan.

A 10-question survey was sent at the beginning of February to Orange County city managers and community development directors and OCCOG TAC members. Fifty responses were received representing 29 cities, the County of Orange, OCTA and TCA.

Twenty-one OCCOG Board Members and Ex-Officio Members participated in small-group virtual focus groups gain feedback on OCCOG’s mission and vision statements and priorities for the next three years.

Outreach Findings:

Why is OCCOG Important?

- Facilitates a united voice when advocating Orange County’s interests in regional decision making
- Facilitates collaboration on regional issues that cross jurisdiction borders.
- Provides a place for educating and sharing best practices.

A quote from one of our participants sums things up succinctly: “As different as we all think we are, in actuality, we share many common issues.”

What should OCCOG Focus on over the next three years?

- Housing. Housing. Housing.
- Bring new Board Members up to speed quickly on OCCOG and SCAG issues and processes so that they can be most effective.
- Facilitate opportunities for Orange County elected officials to collaborate to solve regional problems.
- Increase special district involvement in OCCOG
- Provide educational resources and briefings on legislation, regulation and issues related to OCCOG’s five policy areas.

Council of Governments Benchmarking

In the SCAG region there are 15 sub-regional Council of Governments. Their mission and initiatives vary based on the regional planning needs of the jurisdictions within their boundaries. Their staffing levels and budgets vary significantly. The makeup of the Boards of Directors includes a variety of members in addition to cities representatives. While the size,



structure and focus of the 15 sub-regions vary, OCCOG works closely with several “sister” COGs, and conducted benchmarking as part of the strategic planning process to ensure we are using best practices in meeting the needs of our member jurisdictions, supporting our Board, and effectively using available resources.

OCCOG’s 2022- 2025 strategic plan outreach included a review of six Council of Governments that are closest to Orange County’s borders or a partner COG. Included in the review was Gateway Cities COG, San Bernardino COG, South Bay Cities COG, Ventura COG and Western Riverside COG. A matrix covering each COG’s mission statement, Board of Directors, membership, strategies, staffing, budget and initiatives is included in the appendix. All six COGs are involved in housing and transportation issues. Other activities include providing grants, administering development fees, senior services, energy networks and broadband. Based on the COG benchmarking, OCCOG is confident that our current 5 policy areas of focus remain appropriate. The proposed goals for the 2022-2025 strategic plan are consistent with OCCOG’s historically collaborative approach and regional leadership profile, and will provide adequate resources and services on par with other subregions.



2022-2025 DRAFT Strategic Goals

GOAL 1: ADVOCATE FOR ORANGE COUNTY IN REGIONAL DECISION-MAKING

OBJECTIVE 1.1: IMPROVE PARITY IN REGIONAL DECISION-MAKING

STRATEGY 1.1.A: Strengthen intra-regional communication and develop consensus on matters related to regional governance.

TACTICS:

- a. See Objective 1.4 and Goal 5

STRATEGY 1.1.B: Improve SCAG policy development processes and ensure active engagement of SCAG member agency technical staff across subregions.

TACTICS:

- a. Work with SCAG staff to promote active involvement by technical staff across the region in TWG and other working group meetings.
- b. Review the charter for the TWG and propose modifications that increase accountability and transparency
- c. Work with SCAG and other TWG participants to develop agendas and norms for the TWG that avoid serial presentations and promote discussion and collaboration between SCAG and its member jurisdiction technical staff.
- d. Work with SCAG staff and other subregions to promote timelines for state-mandated work products that allow ample time for review and discussion either both during document development and during official public comment periods.

STRATEGY 1.1.C Identify opportunities to refine SCAG's bylaws to improve parity via the SCAG annual bylaws revision process.

TACTICS:

- a. Perform a review of SCAG's bylaws within the subregional collaboration groups (i.e. subregional coordinators, subregional directors) to identify areas of common interest for improved SCAG governance.
- b. Identify regional Council Champions within Orange County and in other subregions to propose and shepherd any bylaws changes identified through the SCAG process.
- c. Identify and submit for consideration bylaws changes that remove barriers to serve in a SCAG leadership role.

STRATEGY 1.1.D: Secure funding and data protection to enable true subregional delegation for RTP/SCS, RHNA etc.

TACTICS:

- a. Work with SCAG to identify funding sources for subregional delegation for RTP/SCS and RHNA.



- b. Negotiate with SCAG for the framework and guidelines of RTP/SCS and RHNA regarding indemnification, data protection, and other clauses that could enable subregions to assume the delegation responsibility without being subject to undue liability or data changes after taking on subregional delegation.

OBJECTIVE 1.2: Increase the number of Orange County elected officials who serve in SCAG leadership roles by 2025.

STRATEGY 1.2.A: Identify and prepare Orange County leaders who meet SCAG criteria to be effective candidates for SCAG officer and committee chair roles

TACTICS:

- a. Communicate to all eligible OC representatives and encourage them to consider a leadership role
- b. Assist interested OC representatives to prepare their nominations for committee chairs and SCAG leadership
- c. Offer additional staff support to OC representatives who take on SCAG and OCCOG leadership roles

OBJECTIVE 1.3: Increase delegation effectiveness in regional policy discussions resulting in an increase in vote outcomes that align with OCCOG positions.

STRATEGY 1.3.A: Prepare OCCOG’s elected officials to represent Orange County at monthly SCAG policy and Regional Council meetings

TACTICS:

- a. Work with Orange County’s SCAG representatives to facilitate consensus in the OC delegation on important policy matters.
- b. Monitor agendas and prepare briefing reports for all Policy Committee and Regional Council members.
- c. Formalize distribution of briefing reports for the SCAG agenda for distribution to OC SCAG Reps prior to each SCAG meeting.
- d. Provide talking points to OCCOG representatives for Committee and Regional Council agenda items.
- e. Implement onboarding program for new OCCOG Board Members to bring them up to speed quickly on SCAG processes and issues.
- f. Host quarterly small group meetings or webinars on relevant policy topics for OCCOG Board members.

OBJECTIVE 1.4: Cement OCCOG as a regional leader at the elected, executive and staff level.

STRATEGY 1.4.A: Actively build relationships with policy and regional council members outside of Orange County who may have similar perspectives and concerns

TACTICS:

- a. Use “Dear Colleague” communications to persuade non-Orange County delegation members to support positions championed by the OC delegation



- b. Convene subject-matter roundtable discussions and regional working groups to educate elected leaders in and around Orange County.
- c. Host joint meetings with neighboring COGs annually.
- d. Host a quarterly COG Chair roundtable with other subregional COG leaders.

STRATEGY 1.4.B: Continue to advance Orange County’s interests and policy perspectives by being actively engaged with SCAG and the other 14 subregions at the staff level.

TACTICS:

- a. OCCOG staff and member jurisdictions serve on the SCAG TWG
- b. OCCOG staff attend and provide written briefing reports to the TAC for all SCAG working groups.
- c. OCCOG Executive Director continue to lead subregional directors group
- d. Revive the Subregional Coordinators group to promote regional collaboration at the staff level outside of formal SCAG working groups.
- e. Cultivate and maintain relationships with SCAG staff to facilitate collaboration on policy development.

GOAL 2: PROVIDE A FORUM FOR COLLABORATION OF ELECTED OFFICIALS AND TECHNICAL STAFF IN THE FIVE OCCOG POLICY AREAS

OBJECTIVE 2.1: Plan and execute an annual OCCOG General Assembly with content for both technical and elected audiences.

STRATEGY 2.1.A: Host a General Assembly in FY 2022-23.

TACTICS:

- a. Select a convenient venue that will be a draw for participants
- b. Carefully select date to avoid conflicts with other events.
- c. Revamp format of General Assembly to capture audience participation
- d. Engage Board and ex-officio partners for speakers and fundraising.
- e. Select timely topics that provide immediate returns for both elected and staff-level attendees
- f. Promote General Assembly via emails, social media, and fliers
- g. Offer broad range of sponsorship opportunities to encourage partnerships

OBJECTIVE 2.2: Provide Members with Opportunities to Educate and Collaborate

STRATEGY 2.2.A: Host meetings, webinars and forums year-round for information-sharing and collaboration

TACTICS:

- a. Conduct regular OCCOG TAC meetings
- b. Deliver informative OCCOG Board Meeting agendas that include robust discussion, policy-making, and information-sharing/ topical presentations



- c. Host periodic webinars or workshops to inform on policy areas (examples of past topics include RHNA 101, housing webinar series, SB 743 forum)

STRATEGY 2.2.B: Constitute working groups to review and comment on SCAG-prepared planning documents (i.e., RAMP, Greenprint, RTP/SCS and RHNA, etc.)

TACTICS:

- a. Work with the OCCOG TAC and EMC to identify working group subject matter experts
- b. Report outcomes from working groups to TAC for further input, and present findings to OCCOG Board for official comment letters that reflect the analysis of the working group.

STRATEGY 2.2.C: Ensure Board agendas have informative and relevant content.

- c. Invite guest presenters on relevant and timely topics
- d. Engage TAC meaningfully to enable informed policy-making of Board

GOAL 3: EDUCATE LOCAL, STATE AND FEDERAL ELECTED LEADERS ABOUT OCCOG'S LEGISLATIVE AND POLICY PRIORITIES.

OBJECTIVE 3.1: Update the bi-annual legislative platform/guideline grounded in OCCOG's principles and core policy areas.

STRATEGY 3.1.A: Engage OCCOG partners and members to update the guidelines

TACTICS:

- a. Work with the government relations staff at OCCOG partners to review legislative platforms, guidelines and positions
- b. Conduct workshop with OCCOG EMC and seek input from OCCOG Board
- c. Refresh OCCOG guidelines in partnership with OCCOG member agencies and ex-officio partners

STRATEGY 3.1.B: Communicate OCCOG's updated policy guidelines and positions to stakeholders.

TACTICS:

- d. Post OCCOG's legislative positions on the OCCOG website.
- e. Provide OCCOG legislative positions to Orange County delegation, OCCOG members, and OCCOG partners.

OBJECTIVE 3.2: Build an advocacy and education presence for OCCOG.

STRATEGY 3.1.C: Participate in legislative visits hosted by partners (i.e. ACC-OC, League, OCBC, CalCOG annual legislative fly-ins)



TACTICS:

- a. OCCOG staff participate in development of information/handouts/talking points and asks for legislative visits planned by others.
- b. OCCOG leadership and/or staff attendance at legislative visit as appropriate

STRATEGY 3.1.D: Foster more regular communication on OCCOG legislative positions with OCCOG members, partners and the OC legislative delegation.

TACTICS:

- a. Implement a bi-monthly legislative newsletter
- b. Provide annual briefings to legislative staff, in coordination with others
- c. Provide annual briefings to ex-officio partner organizations, including policy and regulatory agencies.
- d. Facilitate SCAG District briefings by OCCOG Board Members on a quarterly or annual basis
- e. Meetings with legislators and staff on OCCOG legislative positions as needed

STRATEGY 3.1.E: Search for opportunities to direct funding to OCCOG to support expanded work plan and programs identified in this Plan.

TACTICS:

- a. Contact grant writing staff at OCCOG partners and SCAG
- b. Review posted NOFA information
- c. Monitor grant programs administered by SCAG, OCTA, HCD and others.
- d. Work with OC delegation for directed funding opportunities.

GOAL 4: PROVIDE TOOLS AND SUPPORT TO OCCOG MEMBER TECHNICAL STAFF

OBJECTIVE 4.1: Promote Regional Data Collaboration

STRATEGY 4.1.A: Continue to support the work of the Center for Demographic Research

TACTICS:

- a. Collect fees and provide funding to CDR
- b. Provide outlet for CDR to report to technical staff via TAC
- c. Provide OCCOG representatives for CDR MOC and CDR TAC
- d. Sign CDR MOUs in a timely manner

STRATEGY 4.1.B: Continue supporting the Orange County Data Acquisition Partnership (OCDAP) for Cycle 2.

TACTICS:

- a. Collect fees and act as the fiduciary for OCDAP
- b. Provide funding for OCDAP in OCCOG budget
- c. Support OCDAP with legal counsel time and expertise



- d. Partner with the County of Orange to manage the work of OCDAP

OBJECTIVE 4.2: Attend and report out on regular regional working groups and meetings on behalf of OCCOG members.

STRATEGY 4.2.A: Attend and monitor all SCAG working groups and provide summary report to all TAC members

TACTICS:

- a. Add additional staff resources to provide coverage at SCAG working groups, committee meetings, regional council, etc.
- b. Provide agenda snapshot to TAC members ahead of meetings
- c. Provide meeting summary/ outcomes to TAC subsequent to meeting.
- d. Report out to TAC at monthly TAC meeting.
- e. Send email alert to TAC when something warrants urgent, deeper review or monitoring.

OBJECTIVE 4.3: Secure non-dues funding for OCCOG programs and activities.

STRATEGY 4.3.A: Identify ways to fund continuation of value-added projects implemented under REAP such as software licenses, consultant services, etc.

TACTICS:

- a. Work collaboratively with SCAG and other subregional partners during the development of the REAP 2021 application to identify funding categories that would support continuation of OCCOG programs initiated under REAP 1.0
- b. Support the work of OCHFT and OCHT to secure additional funding for their respective activities under REAP 2021.

STRATEGY 4.3.B: Based on input from member jurisdictions and ex-officio partners, actively identify opportunities to expand OCCOG's services to members without incurring an increase in dues.

TACTICS:

- a. Research grant opportunities for eligibility and apply for available grant funding when identified.
- b. Seek out public-private partnerships where feasible to implement proposed new scope of services or programs.

GOAL 5: COMMUNICATE EFFECTIVELY ABOUT OCCOG MISSION, GOALS, ACTIONS AND POSITIONS

OBJECTIVE 5.1: Update the OCCOG Communications Plan

STRATEGY 5.1.A: Align the updated Communications Plan with the Strategic Plan, once approved by the Board.



TACTICS:

- a. Use 2020-22 Communications Plan as the basis for the updated plan
- b. Review metrics and outcomes from 2020-22 Plan.
- c. Incorporate feedback from Strategic Plan process to modify plan.
- d. Identify resources needed to execute plan.

OBJECTIVE 5.2: Strengthen partnerships and ensure stakeholders are informed

STRATEGY 5.2.A: Increase OCCOG presence at member and partner meetings and events.

TACTICS:

- a. Continue monthly phone briefings to OCCMA, attend in-person meetings when invited
- b. Actively participate in ACC-OC, OCBC, League, and CalCOG committee meetings and events.
- c. Periodically brief planning directors, community development staff, special districts at their regularly-scheduled meetings
- d. Attend/ host table at OC Forum events that are relevant to OCCOG’s mission

STRATEGY 5.2.B: Expand information available on OCCOG website to include resources on OCCOG’s five policy areas for OCCOG member technical staff.

TACTICS:

- a. Archive email communication and e-newsletters on the OCCOG website to serve as a centralized resource of information
- b. Implement new members-only information clearinghouse on OCCOG website for technical staff

OBJECTIVE 5.3: Meet OCCOG audiences where they are.

STRATEGY 5.3.A: Pivot use of social media to focus on General Assembly and email distribution

TACTICS:

- a. Use Facebook and LinkedIn as primary channels
- b. Eliminate/reduce use of Instagram and Twitter
- c. Focus more on lifting up member messages
- d. More member-to-member and less public-facing communication

STRATEGY 5.3.B: As part of an updated Communications Plan, develop and implement an expanded schedule of targeted, topical, email communication that provides value to member agency policy and technical staff

TACTICS:

- a. Include current monthly OCCOG Updates and Board Spotlight



- b. Determine appropriate frequency of additional publications
- c. Augment with additional communications vehicles including: TAC Spotlight, Housing for All Bulletin (bi-monthly), “Minute to Win It” Legislative + Regulatory Snapshot (bimonthly)
- d. Segmentation of distribution list into more targeted audiences for each publication
- e. Expand distribution of Board Meeting Spotlight summary report to City Managers, Planning Directors and Community Development Directors.

OBJECTIVE 5.4: Develop and approach to media relations that fits OCCOG resources and supports OCCOG messages.

STRATEGY 5.4.A: As part of an updated communications plan evaluate strategy and cost to position OCCOG as an authority in our policy areas with local and regional legacy media outlets.

TACTICS:

- a. Identify targeted media outlets and reporters; identify policy area experts; determine effort and resources; implement media relations program
- b. Identify budget and staff time needed to implement an effective media relations campaign.

Conclusion

The OCCOG 2022-25 Draft Strategic Plan is responsive to the input received from stakeholders during the outreach process, builds upon the successes of the past several years, and positions OCCOG for growth while continuing to deliver value to member jurisdictions and represent their interests on the regional policy stage.

Next Steps

Staff presented a preliminary draft strategic plan overview to the TAC and EMC at their May meetings. The Board will have an in-depth discussion of the Draft Strategic Plan at the May 26, 2022 Board meeting. Staff will also review the Draft Strategic Plan in more detail with the TAC and EMC at their respective June meetings. Staff will incorporate any additional input received before the final 2022-25 Strategic Plan is brought back for Board review and approval at the June 23, 2022 meeting.

Note: Once finalized, plan will include metrics, timelines, and resources for each board-approved goal.



AGENDA ITEM # 9

Approval of 2022-23 OCCOG Work Plan

STAFF RECOMMENDATION

Approve the 2022-2023 OCCOG Work Plan as presented or amended.

SUMMARY

OCCOG has chosen to operate using contract staff to conduct its business in a cost-effective and efficient manner. The 2022-2023 draft Work Plan reflects the resources available to the OCCOG for the 2022-2023 fiscal year, and the priorities the Board has expressed, and aligns with the DRAFT 2022-2025 OCCOG Strategic Plan also being evaluated by the Board. The FY 22-23 Work Plan includes several major initiatives and ongoing projects:

- 2022-23 General Assembly (GA)
- Orange County Data Acquisition Partnership (OCDAP)
- Regional Early Action Planning Grant (REAP) Program Management
- Support for OCCOG Member regional leadership and engagement (Expanded for 2022-23)
- Regional Collaboration
- Advocacy and Legislative Analysis
- Communications
- Operational and Administrative Support to Member Agencies

The team of consultant resources will be managed by the Executive Director and will work cooperatively to achieve the goals and support the mission of the OCCOG. The Work Plan is intended to support OCCOG's member jurisdiction activities, including providing support for grant writing, legislative tracking and analysis, facilitating discussion and continued education on important policy areas including water, energy, land use and housing, transportation, and air quality, and delivering educational tools to support public engagement on policy issues important to members.

2022-23 General Assembly

OCCOG hosted a successful return to an in-person annual General Assembly in November 2021, with health precautions in place due to the ongoing public health concerns surrounding COVID-19. In the 2022-23 fiscal year, OCCOG will host one General Assembly, in Spring 2023. Based on feedback from the attendees at the November 2021 event, and direction from the Board, staff has revisited the format of the GA for FY 22-23, proposing a shorter program and a more modest venue. Staff anticipates a lower cost to OCCOG for hosting the event and program participants



would be better able to remain for the entire program. Staff brought forward a staff report and a request for board guidance on timing and venue selection at the May 2022 Board of Directors meeting, at which time the Board directed staff to pursue a spring 2023 date.

Orange County Data Acquisition Partnership (OCDAP)

The OCDAP Cycle 1 saw more than twenty Orange County jurisdictions together with SCAG and OCCOG work together in partnership to secure aerial imaging data. Cycle 1 is complete as of June 30, 2022 and Cycle 2 begins July 1 with FY 2022-23 marking the beginning of Cycle 2, which will be a two-year cycle. OCDAP ongoing coordination has been spearheaded by CDR's Director, Deborah Diep. Cycle 1 was largely funded by the Southern California Association of Government (SCAG), with contributions from OCCOG and over twenty Orange County partner agencies. In addition to providing funding, OCCOG acts as the pass-through billing agency for the consortium. In spring 2021, SCAG notified participating agencies it would not administer the program after Cycle 1 but expressed continued interest in participating in Cycle 2, without committing to a specified funding amount. SCAG has now notified OCCOG that they have not included funding for Cycle 2 in their current budget, leaving a funding gap that must be filled in order to move forward.

The County of Orange is poised to take over the Cycle 2 OCDAP project and vendor management starting in July 2022. To facilitate this transfer OCCOG has prepared a draft Memorandum of Understanding (MOU) that can be utilized by the Board of Supervisors (BOS) to take on this important work activity. The MOU is scheduled for the July 26 Board of Supervisors meeting. Meanwhile, OCCOG is working with consortium partners to solidify commitments and confirm funding levels. The MOU is on the agenda today for your approval.

Due to the success and efficiency of the Cycle 1 work, there are reserves held in abeyance by OCCOG that can be used to help fund Cycle 2. In addition, agencies continue to join the OCDAP consortium because the OCDAP partnership facilitates the fast, efficient, and cost-effective distribution of aerial data to multiple jurisdictions and functional units within agencies that would otherwise find this data time-consuming and costlier to obtain. Currently OCCOG anticipates participation by at least 28 jurisdictions for Cycle 2.

OCCOG's draft 2022-23 budget proposes a \$20,000 funding commitment consistent with our funding support provided in Cycle 1, and the FY 22-23 Draft Work Plan contemplates that OCCOG staff will continue to support the administrative functions of the OCDAP, including contract review and billing, while the project management and administration will be undertaken by County of Orange staff.

Regional Early Action Planning Grant Sub-Regional Partnership Program



In FY 2022-23 OCCOG will continue to manage (?) the Regional Early Action Planning grant (REAP) sub-regional partners program, with funding now totaling \$3,572,250 which includes a 5% increase provided by SCAG in FY 2021-22, and the addition of funds to manage a Joint COG project, with Ventura County Council of Governments (VCOG), and Gateway Cities Council of Governments (GCCOG) to develop an Accessory Dwelling Unit (ADU) website and suite of interactive tools. Elements of OCCOG's REAP program of projects include:

- Funding the work of the Orange County Housing Finance Trust and Orange County Housing Trust;
- Several tools to promote ADU adoption such as an ADU How-To Toolkit, ADU Model Plan Look-up, ADU Address Look-Up, Housing SoCal website, housing-related model ordinance development, and amnesty program in partnership with VCOG and GCCOG;
- Nine (9) "Housing OC" housing policy explainer video series;
- A partnership with ULI, centered around providing technical guidance for conversion of commercial property to residential; and
- An On-call Service (OCS) bench to provide additional consultant support for planning-related activities as discussed at the April 2022 Board Meeting.

In addition to consultant support to execute the above projects, the Draft FY 2022-23 Work Plan includes added project management and additional administrative support to ensure that the REAP program delivers much-needed resources to OCCOG's member jurisdictions in a timely manner, and that all activity can be completed by the June 30, 2023 deadline.

OCCOG will pursue opportunities for funding under REAP 2021 (aka REAP 2.0) to continue work initiated under REAP 1.0 including providing resources to member agencies and other technical support for housing-related planning.

Support for OCCOG Member Regional Leadership and Engagement

As an important outcome of the FY 2022-25 strategic planning process, OCCOG member jurisdictions were clear on their desire to increase OCCOG support to monitor SCAG working group meetings which have increased in number significantly over the past few years. Additionally, focus group participants requested more frequent and detailed briefing reports to support elected officials as they prepare for, and participate in SCAG Policy Committee and Regional Council meetings. OCCOG therefore proposes to add additional consultant resources to provide support in three ways:

1. OCCOG staff will expand the number of technical working group and other issue-specific working group meetings attended, and will provide recaps and action alerts to technical staff at OCCOG member jurisdictions and ex-officio partners;



2. OCCOG staff will expand briefing reports and include talking points for policy committee and Regional Council members to prepare regional leadership to communicate OCCOG's positions; and
3. OCCOG staff will facilitate efforts to bring the Orange County delegation together in order to speak with one voice on important issues in order to command more attention on the regional stage.

Regional Collaboration

OCCOG must continue to strengthen connections with our partners in the region at the technical, policy and executive leadership levels. The FY 2022-23 Work Plan contemplates that OCCOG's Executive Director will continue to function as the sub-regional directors group chair for a third year. OCCOG will continue to seek out opportunities to engage with our ex-officio partners to advance our shared policy objectives. As an outgrowth of the governance analysis that OCCOG conducted in FY 2021-22, OCCOG identified opportunities for enhanced regional collaboration, including championing the revival of the sub-regional coordinators group and initiating a new forum for collaboration at the policy-making level, the Subregional Chairs Roundtable. OCCOG will also continue to pursue opportunities to work with our partners at other councils of government where practicable on programs and initiatives that would benefit our respective members. Further, OCCOG will deepen our ties to our ex-officio partners and member agencies by attending events and meetings hosted by our partners.

2024 Connect SoCal Working Group

OCCOG has convened a multijurisdictional working group for review of the draft RTP/SCS (aka Connect SoCal) for the past several cycles. OCCOG will reconvene this working group for the 2024 Connect SoCal draft plan review to ensure that in-depth discussion and technical review are taking place on behalf of Orange County jurisdictions. Reviewers include subject matter experts and planning staff from OCCOG members, and ex-officio partner organization representatives. This group allows OCCOG to submit detailed and complete technical and policy comments during the formal comment period(s). The working group will report out to the TAC and the EMC will also provide hands-on guidance, with the final set of comments going to the Board for review and approval prior to being submitted to SCAG on behalf of OCCOG.

Advocacy and Legislative Analysis



The FY 2022-23 Work Plan contemplates that OCCOG will undergo a refresh of our guiding legislative principles, in line with the upcoming 2022-2023 Legislative Session. OCCOG's current guiding principles for the 2021-2022 Legislative Session are centered around Housing/Homelessness, Water, Transportation, Environment, Infrastructure, Governance, Funding, Taxes, and COVID-19 relief. These principles guide OCCOG's Legislative Advocacy program at the State and Federal Level. With rising gas prices and inflation putting economic pressure on both the public and private sector, and making it more expensive to build much-needed infrastructure and housing, and with the lingering impacts of the pandemic, OCCOG will center economic resilience as a key priority for all levels of government. Additionally, as housing remains a strong focus at the state level, OCCOG will continue to advocate for local control over the development of housing and to retain the authority for local jurisdictions to develop a mix of housing types that best fit the needs and character of the surrounding community. Now that the federal Surface Transportation legislation has been passed, OCCOG will support our regional partners to advance funding programs and policies that meet the needs of our county. OCCOG has taken on a coordinating role with regards to legislative tracking in FY 2021-22 that will continue into the next fiscal year. Additionally, OCCOG will enhance its monitoring of SCAG meetings to include the Legislative/ Communications and Membership Committee. The FY 2022-23 Draft Work Plan also proposes to add in briefings for the Orange County legislative delegation, either directly or by participating in round table briefings hosted by OCCOG member jurisdictions. Finally, the Draft Work Plan and Budget includes OCCOG staff support for partners planning legislative visits and staff attendance at partner-hosted legislative advocacy trips. Coupled with increased OCCOG presence at partner-hosted events this is an important enhancement to OCCOG's legislative and collaborative efforts for the 2022-23 year.

Communications

A new 18-month Communication Plan will be approved by the OCCOG Board at the August 2022 Board Meeting. It will include OCCOG's key messages, audiences and updated objectives and tactics to support the 2022-25 Three-Year Strategic Plan Communication Goal.

Strategic Plan Goal: Communicate effectively about OCCOG's mission, goals, actions and positions.

Therefore, during the 2022 - 2023 fiscal year, the consultant team will focus on the following communication activities:

- Continue to raise awareness of the accomplishments of the OCCOG Board Members and jurisdictions in OCCOG's five policy areas – air quality, water, energy, mobility, and land use/housing.



- Implement regular individual targeted e-mail communication for Technical Advisory Committee (TAC) actions, legislative updates and housing information. Develop a targeted mailing list for each.
- Plan and implement the annual OCCOG General Assembly.
- Conduct an audience awareness survey to set benchmarks and test messages to support the communication plan.
- Develop the Housing Southern California ADU website and supporting materials as part of REAP grant activities.
- Update the OCCOG Board Member Handbook and new Board Member onboarding program.

Strengthening OCCOG's Operational and Administrative Support to Member Agencies

The FY 2022-23 Work Plan includes the resources needed to continue to mature our governance processes and advance the expanded work plan contemplated in the FY 2022-2025 Strategic Plan. Targeted expansion of our bandwidth in order to support our executive, technical, communications, legislative, and project management teams will allow these key resources to focus on important value-added tasks while still accomplishing the many critical operational activities of the OCCOG, additional activities are listed below.

- OCCOG completed the strategic planning process and the Board-directed regional governance analysis in FY 2021-2022. Implementation of aspects of each of these plans is crucial for the OCCOG and expanding our bandwidth to support the outcomes contemplated in these documents will play an important role in our success achieving the goals set forth.
- Ongoing record-keeping activities, such as updating our physical and electronic archives, will continue in FY 2022-23.
- OCCOG will update the new Board member onboarding process and refresh the Board handbook to reflect the outcomes of the Board-directed regional governance analysis and strategic planning process.
- Enhance Board communication through a strong Clerk of the Board, supported with sufficient resources to facilitate quicker, more streamlined information-sharing, board meeting planning and administration, issue tracking, logistics, briefings, and other board relations activities.
- OCCOG will be conducting a recruitment for a new Treasurer as John Hanson has notified OCCOG that he will be unable to continue past the end of the FY 2022-23.

CONCLUSION



The 2022-23 Draft OCCOG Work Plan builds upon the work undertaken by OCCOG over the past several years, is aligned with the 2022-2025 Draft Strategic Plan, and is constrained by the resources available in the 2022-23 Draft Budget. The ongoing work of OCCOG is aimed at delivering value for our member jurisdictions and enabling Orange County to have a strong voice in regional decision-making in the five policy areas that are the core focus of our voluntary joint powers authority (JPA). Thanks to the leadership of the Board of Directors, dedication of OCCOG’s volunteer-based Technical Advisory Committee staff, and the commitment and expertise provided by the contract staff and consultant team, OCCOG is well-positioned to accomplish the tasks set out in the proposed 2022-23 Work Plan, and to continue to effectively and efficiently represent Orange County in state and federally-mandated planning activities.

STAFF CONTACT

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Orange County Council of Governments

ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
TIME-BOUND INITIATIVES				
1. Update OCCOG’s approved legislative guidelines, as needed. Develop priorities for 2023, aligned with the updated Strategic Plan.	Advocacy/ Legislation	Wendy Strack	No added program cost	Q2
2. Update OCCOG’s Communications Plan for 2022-2023 to include tactics and metrics for success.	Communications	Lisa Telles	TBD	Q1
3. Working with the EMC and ex-officio partners, to plan and execute a General Assembly in Spring 2023. Specific tasks include: a. Develop budget b. Identify event theme c. Identify sponsorship packages and seek sponsors/exhibitors d. Identify and invite speakers e. Determine format and develop program f. Publicity: direct mail, partner publications, social media, website g. Design and manage online registration h. Design, send and evaluate post-event participant survey	General Assembly	Marnie Primmer Lisa Telles Attila Juhas	\$41,000	Q1-3
4. Produce one video per month on housing topics to support member jurisdictions. (REAP) a. Develop script including translation b. Storyboard c. Draft for review/approval	REAP	Marnie Primmer Attila Juhas/ Lisa Telles	\$45,000 REAP are all Total Budget, not reflective	Q1-2



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
d. Final video approved and posted to Housing OC website			of 21-22 spending	
5. In partnership with VCOG and GCCOG and based on input from the TAC, develop Housing OC website a. Housing OC videos and snippets b. ADU How-To toolkit c. Interactive ADU checklists d. Pre-approved plans and designs e. Other information as requested	REAP	Marnie Primmer Attila Juhas/Lisa Telles/Michelle Boehm	\$50,000	Q1-Q3
6. In partnership with VCOG and GCCOG and based on input from the TAC, develop ADU How-To Toolkit	REAP	Marnie Primmer / Attila Juhas/ Lisa Telles/Michelle Boehm	\$90,000	Q1-Q2
7. Model Plan and Address Look-Up tools. In partnership with the VCOG, GCCOG, TAC and building inspection staff of members, develop ADU plans that meet jurisdiction requirements	REAP	Marnie Primmer/ Michelle Boehm- Baird + Driskell	\$102,500	2021-2023
8. In partnership with VCOG and GCCOG and based on input from the TAC, develop 4-7 model ordinances.	REAP	Marnie Primmer/ Michelle Boehm	\$50,000	2021-2023
9. Provide consultant support to OCCOG member jurisdictions for housing element updates and other housing-related activities	REAP	Marnie Primmer/ Michelle Boehm	\$1,000,000	2021-2023
10. Provide funding to OCHFT for their projects	REAP	Marnie Primmer/ Michelle Boehm- Adam Eliason	\$600,000	2021-2023



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
11. Provide funding to OCHT for their projects	REAP	Marnie Primmer/ Michelle Boehm- Helen O'Sullivan	\$35,000	2021-2023
12. Geospatial Planning and 3-D site visualization	REAP	Marnie Primmer/ Michelle Boehm- WSP/Esri	\$1,483,000 (Total Budget)	2021-2023
13. Complete MOU with County of Orange for Cycle 2 Administration and Program Management	OCDAP	Deborah Diep/ Fred Galante	No added program cost	Q1
14. Complete procurement for vendor for Cycle 2 OCDAP program	OCDAP	Deborah Diep	No added program cost	Q1
15. Finalize participation agreements with all Cycle 2 partners	OCDAP	Deborah Diep/ Fred Galante	No added program cost	Q1-Q2
16. Data collection Cycle 2	OCDAP	Deborah Diep/ OCDAP partners	\$332,000 (OCCOG portion is \$20,000)	2022-23
17. Complete archive/organize for easy retrieval via OneDrive a. Consistent file nomenclature b. Remove duplicates c. Ensure shared access among all OCCOG team members	Admin	Kathryn Morrison	No added program cost	Q 1-2
18. Update board onboarding process, including a refresh of Board Handbook	Communications/ Regional Leadership and Engagement	Lisa Telles/Attila Juhas/ Kathryn Morrison	No added program cost	Q2-Q3



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
19. Implement district briefings to facilitate communication to OCCOG member jurisdictions	Communications/ Collaboration	Marnie Primmer OCCOG Team	\$10,000	Q1-Q4
20. Host or partner with other organizations to participate in existing legislative briefings	Communications/ Legislative/ Collaboration	Wendy Strack OCCOG Team	\$1000	Q1-Q4
21. Participate in planning and attend legislative trips hosted by OCCOG partners	Communications/ Legislative/ Collaboration	Wendy Strack OCCOG Team	\$5000	Q3-Q4
22. Conduct recruitment for new OCCOG Treasurer	Administration	Marnie Primmer/ John Hanson	TBD	Q3-Q4
ONGOING ACTIVITIES				
23. Procure and manage contracts for projects included in the \$3,572,250 M REAP program. a. REAP grant-related invoicing and reporting b. Ensure all project deliverables meet grant requirements	REAP	Marnie Primmer Michelle Boehm	See breakdown above	2021-2023
24. Working with County of Orange’s project manager and OCDAP partner agencies, act as payment clearinghouse for OCDAP.	OCDAP	John Hanson	No added program cost	Ongoing
25. Working with EMC, TAC, CDR and in cooperation with OCTA and SCAG staff, provide accurate and detailed information to OCCOG Board, OCCMA, and member jurisdictions regarding RTP/SCS and other planning activities.	Admin	Marnie Primmer Justin Equina	No added program cost	Ongoing
26. Oversee operations of OCCOG including work of consultant team.	Admin	Marnie Primmer	No added program cost	Ongoing



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
27. Develop monthly EMC and Board of Directors meeting agenda and prepare staff reports.	Admin	Marnie Primmer Kathryn Morrison	No added program cost	Ongoing
28. Provide regular updates to the Board regarding activities of the OCCOG and progress on Strategic Plan and Work Plan.	Admin	Marnie Primmer	No added program cost	Quarterly/ As-needed
29. Increased monitoring of SCAG EAC, LCMC, policy committee and regional council agendas and prepare briefings for Board and SCAG committee representatives in advance of committee and regional council meetings so that OC representation is prepared.	Regional leadership and Engagement	OCCOG Team	\$12,000	Monthly
30. Monitor and attend SCAG working group meetings, provide reports to TAC	Regional leadership and Engagement	OCCOG Team	\$12,000	Monthly
31. As appropriate, develop strategic guidance for OCCOG representatives, and work to develop consensus around policy issues to position Orange County as a leader within the SCAG region and to influence regional planning in a direction favorable to Orange County.	Advocacy/Legislation Collaboration	Marnie Primmer OCCOG Team	No added program cost	As needed
32. Work with CDR to develop Orange County's projections.	Collaboration	Deborah Diep OCCOG TAC	No added program cost	Ongoing
33. Identify opportunities for OCCOG to provide additional services to member jurisdictions and to generate new revenue sources allowing diversification from dues-based income.	Collaboration	Marnie Primmer Justin Aquina Michelle Boehm	TBD	Ongoing



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
34. Represent OCCOG at regional planning meetings and industry events, such as, but not limited to: a. SCAG Technical Working Group b. Sub-regional Executive Directors (Chair) c. CalCOG meetings d. CDR MOC meetings as needed e. OCCMA monthly meetings f. Member agency events & meetings g. SCAG policy committee and Regional Council meetings, general assembly, and summits h. Ex-officio partner networking events and board meetings as appropriate	Regional Leadership and Engagement/ Collaboration	Marnie Primmer Team	No added program cost	Monthly
35. Assist OCCOG Board to actively engage in development of SCAG strategic documents and governance.	Advocacy/Legislation Collaboration	Marnie Primmer Team	No added program cost	Ongoing
36. Identify areas where OCCOG can partner with other sub-regions.	Collaboration	Marnie Primmer Team	No added program costs	Ongoing
37. Coordinate legislative advocacy efforts with partners and member jurisdictions.	Advocacy/Legislation	Wendy Strack	No added program cost	Ongoing
38. Track relevant legislation and OCCOG/partners positions.	Advocacy/Legislation	Wendy Strack	\$1,000/year tracking software	Ongoing
39. Board Spotlight monthly board-only communication	Communications	Lisa Telles/ Attila Juhas	No added program cost	Monthly



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ACTIVITY	CATEGORY	RESPONSIBLE STAFF	BUDGET IMPACT	TIME FRAME
40. OCCOG Update monthly newsletter	Communications	Lisa Telles/ Attila Juhas	Monthly email subscription	Monthly
41. Add additional newsletters for specialized topics (i.e. legislative, housing)	Communications	Lisa Telles/Attila/ Wendy Strack	Monthly email subscription	Monthly
42. Communications Calendar to include newsletters, social media posts, housing video release, etc.	Communications	Lisa Telles/ Attila Juhas	No added program cost	Monthly
43. Social Media Posts, content developed per the calendar- lower priority for FY 22-23	Communications	Lisa Telles/ Attila Juhas	No added program cost	Ongoing
44. Maintain Distribution Lists	Communications	Lisa Telles/ Kathryn Morrison	No added program cost	Ongoing
45. Under direction from EMC, review policies and procedures: a. Record-keeping b. Other policies identified by EMC	Governance/ Admin	Marnie Primmer Fred Galante John Hanson	No added program cost	ONgoing
46. Provide regular briefings to partner organizations including, but not limited to: a. ACC-OC b. League of Cities c. OCBC d. BIA e. ISDOC f. OCCMA g. OC Planning Directors	Communications/ Collaboration	Marnie Primmer OCCOG Team	No added program cost	Ongoing



AGENDA ITEM # 10

Approval of FY 2022-23 OCCOG Budget

STAFF RECOMMENDATION

Approve Fiscal Year 2022-2023 Budget as presented or amended.

SUMMARY

OCCOG staff presented a draft budget for Board consideration and discussion at the May 26, 2022 Board meeting. At that time, the Board requested that staff revisit the level of reserves required, and consider using a lower reserve threshold to ensure a balanced budget was presented to the Board. Staff has completed that activity as directed. Additionally, staff has outreach to individual jurisdictions to review the proposed increase in dues and provide information about the proposed expansion to the OCCOG work plan as well as other circumstances surrounding the proposed increase.

During the June 13, 2022 OCCOG Executive Management Committee meeting a request was made to also present a budget option to the Board with no dues increase and a reduction in expenses so that the Board would have an option on how to proceed. Staff has completed that budget option and it is included in the materials for review and consideration by the Board.

The Fiscal Year 2022-23 Draft OCCOG Budget as proposed aligns with the goals identified in the Strategic Plan, supports the proposed 2022-23 Work Plan, reflects input from OCCOG stakeholders, and expands the services OCCOG can provide to member agencies. For the first time in over a decade, staff is asking the Board to consider an increase in assessed dues to sustain the added activities supporting OCCOG's member jurisdictions. Among the expanded support and collaboration:

- Monitoring and reporting on all SCAG working group meetings for member jurisdiction staff,
- Enhanced briefing reports for OC representatives to Regional Council, Policy Committee members, Legislative/Communications and Membership Committee and Executive and Administration Committee,
- Refreshed OCCOG Board member onboarding process and quarterly small group



briefings,

- Reconstituting the Connect SoCal Working Group for the 2024 cycle to review and comment on the Draft document,
- Reviving the subregional coordinators group, and instituting a new Subregional Leadership roundtable,
- Enhancing the legislative tracking and analysis provided, and increasing coordination with advocacy partners such as the League of Cities OC Division, ACC-OC, and CalCOG,
- Increased communication to OCCOG members through issue-specific newsletters
- Increased coordination with OCCOG partners and other subregions, and
- Expanding the outreach that OCCOG conducts to member jurisdictions and the OC legislative delegation around our five policy areas.

Additionally, the 2022-23 Draft Budget includes the final year activities of the Subregional Partnership Program of the Regional Early Action Planning Grant (REAP) that OCCOG has been administering since FY 2020-21. Finally, the 2022-23 Draft Budget also includes funding and resources for Cycle 2 of the Orange County Data Acquisition Partnership (OCDAP).

BACKGROUND

Budget Spotlight:

- CDR fees will increase slightly by \$4,178 in total per previously-approved MOU
- OCCOG will continue to hold funds in reserve for OCDAP cycle 2 use.
- The draft FY 2021-22 budget proposes an OCCOG member dues increase; the first such increase in over a decade.
- To be consistent with similar organizations, and ensure parity among Board members serving, OCCOG implemented a stipend for Board members not already receiving compensation from their agency in the FY 2021-22 budget cycle. The monthly stipend of \$100 per Board member reflects the time and level of effort required to oversee the work of the OCCOG and provide direction to staff. The updated OCCOG Bylaws approved by the Board in April 2022 require the Board to reaffirm that stipend annually. The Board is being asked to approve the inclusion of a Board stipend for the 2022-23 fiscal year. Budgeted



- amount is in line with actuals used in FY 21-22.
- OCCOG Board of Directors the Board is being asked to approve a reserve of 3 months operating funds for the fiscal year 2022-23, which is within the discretion of the Board per OCCOG's reserve policy, attached.
- Existing contract staff services will continue to be retained for financial bookkeeping, counsel, executive director, clerk of the board, legislative tracking and analysis, project management, marketing/communications, and administrative support.
- Additional level of effort and/or new contract staff resources are required to accomplish the expanded Work Plan for 2022-23.
- Inflation has been unprecedented in the past year, and at 8.4% is currently at the highest level in decades.
- Increased hourly rates and retainer amounts are reflected in the 2022-23 Draft Budget
- OCCOG's auditor, Eide Bailey, has notified OCCOG cost of audit will increase substantially in FY 2022-23 due to addition of REAP Grant. Increase from \$10,000 to \$15,000. Staff plans to absorb the increase into the administrative cost of the REAP grant program.

The draft FY 22-23 Budget anticipates total revenues of \$3,555,481 and expenditures of \$3,559,433, and a reimbursement of OCCOG administrative cost of approximately \$108,473 from REAP funding. OCCOG projects to start the year with a fund balance estimated at \$151,733, of which \$73,672 is set aside for OCDAP use. OCCOG projects that the fund balance at the end of FY 22-23 will be \$109,313, with \$39,455.90 available for operational and programmatic use and \$69,857 held in reserve.

Proposed Dues Increase

OCCOG has expanded its work program each of the past seven years, all without raising member dues. In fact, OCCOG has not raised dues in over a decade. Inflationary pressures are carving into the OCCOG reserves, and the strategic plan proposes that OCCOG provide additional support to our member jurisdictions, our Board, and expand our countywide and regional collaboration. To accomplish these goals and keep pace with inflation OCCOG staff is proposing to increase dues. Staff is also proposing to operate at a loss this year, and will aggressively seek additional grant income for the FY 2023-24 year to augment the added increase in dues. The dues increase is



structured to provide an overall increase to the base dues amount from \$1995 to \$3000 and also includes a proportional population-based increase of 10%. For fixed-fee agencies, staff proposes an increase from \$9000 to \$10,000 and for the ISDOC representative an increase from \$550 to \$1000. Overall these increases will provide an additional approximately \$50,000 for OCCOG.

Staff has also prepared a budget option for Board consideration with no increase in dues which includes reduction in expenses via cutting back on contract staff level of effort to comport with the available funds. This option will result in a contraction of services and will not be consistent with the 2022-25 Strategic Plan and will require an adjustment to the proposed work plan for the fiscal year.

The fully-funded proposed FY 2023-23 Budget includes the following Programs and Work Plan Activities:

General Assembly Planning and Execution

Budget Impact: \$27,063 net income

- FY 2022-23 General Assembly to be held at the location and date approved by the Board. Event will take place in Spring 2023.
- Format for FY 2022-23 GA is proposed to be a half day event, intended to sustain attendance throughout entire event and lower costs to host the event.
- Event planning and onsite support is required and will be provided by Lisa Telles with an amount of \$2,500 in addition to her monthly retainer.
- AJ Design will provide stage management, video production, and graphic design support for the GA at an amount \$5000 in addition to his monthly retainer.

Regional Early Action Planning Grant

Budget Impact: One-time REAP funding provided by SCAG covers all REAP-related activities. A portion of Executive Director retainer, Treasurer, Legal Counsel, Administrative, Communications, and Project Management contract staff-related expenses are covered; see chart provided in draft budget.

- Staff is administering Contract 00021-01 for geospatial planning solution/ 3-D visualization, Contract 00022-01 for a joint project with Ventura Council of Governments and Gateway Cities Council of Governments, Contract 00022-02, a partnership with Urban Land Institute IEOC, and a bench of six on-call



consultants providing housing related planning assistance to OCCOG members.

- AJ Design will continue to produce OCCOG's Housing OC video series as part of the REAP program, and will also be designing the Housing SoCal website and ADU How-To materials as part of the REAP program. Lisa Telles is slated to provide content for these REAP-funded communications projects.
- OCCOG also oversees the REAP-related work of the Orange County Housing Trust (OCHT) and Orange County Housing Finance Trust (OCHFT).
- Additional contract staff services have been secured for administrative support and project management related to the REAP through June 2023.

Communications

Budget Impact: No changes to 2022-23 proposed.

- Staff will prepare an updated Communications Plan for the period July 2022-June 2024. The plan will align with the Strategic Plan and will provide direction to staff for the next 18 months.
- AJ Design will manage OCCOG's social media accounts and provide the graphic design and distribution of OCCOG's monthly Update newsletter and the additional issue-specific newsletters OCCOG will add this year.
- Lisa Telles will perform Communications project management services and deliver content for OCCOG's social media and newsletter posts.
- OCCOG will update the Board Handbook and refresh the onboarding process for new Board members.

Collaboration/ Regional Leadership and Engagement

Budget Impact: \$10,000 additional for new contract staff resource time and expenses related to travel, hosting meetings and event registrations. Executive Director time included in retainer.

- Continue to lead sub-regional directors group
- Reinstate subregional coordinators group.
- Initiate new sub-regional leadership roundtable
- Attend events and meetings hosted by ex-officio and other OC partners, seek out opportunities to co-host events with partners on topics related to OCCOG's 5 policy areas



- Provide talking points and briefing memos to Regional Council and Policy Committee representatives to increase effectiveness of OCCOG delegation in SCAG policy discussions.

Legislation and Advocacy

Budget Impact: Additional \$15,000- increased retainer for WJS Consulting (Wendy Strack) and added responsibilities for 38 Alpha (Kathryn Morrison) as well as expenses related to hosting meetings and event registrations. Hourly rate increased for Legal Counsel.

- Update OCCOG's legislative principles for the next legislative session.
- Track legislation related to OCCOG's five policy areas and promote OCCOG's legislative priorities.
- Coordinate legislative positions with OCCOG member jurisdictions, ACC-OC, the League, CalCOG and others; attend events as appropriate.
- Participate in planning, and attend partner legislative visits.
- Sacramento trips as needed.
- Host and/or participate in in-district legislative briefings for OC delegation legislative staff
- The FY 2022-23 Budget includes an increased hourly rate for legal counsel and includes budget for ongoing litigation as well as legal review of OCDAP and REAP-related contracts, MOUs and agreements.

Board and Member Jurisdiction Support

Budget Impact: \$10,000 additional expense for added scope/ new contract staff. Executive Director time included in retainer.

- Increased monitoring of SCAG working groups for technical staff
- Enhanced briefing reports for OC regional Council and Policy Committee representatives; add briefing reports for LCMC and EAC committees
- Identify and support OCCOG Board members interested and qualified to enter SCAG leadership based on SCAG criteria
- Added staff support for OC reps who become committee Chairs or SCAG officers
- Optional quarterly small group briefings for OCCOG board members



- Support District briefings by OCCOG board members to their colleagues.

Orange County Data Acquisition Partnership (OCDAP)

Budget Impact: \$20,000 expense for OCCOG contribution, approximately \$5000 additional time for legal counsel; time from Executive Director included in retainer.

- Current cycle ends June 30, 2022 and Cycle 2 begins July 1, 2022
- The County of Orange has stepped forward to provide project management support for Cycle 2.
- SCAG has informed OCCOG that they will not administer or fund the project starting in Cycle 2. This is a significant change from Cycle 1 requiring additional resources.
- OCCOG is working with current data consortium members and other interested agencies to identify adequate funding to move forward, likely using residual funds being held by OCCOG available from Cycle 1.

STAFF CONTACT

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jhoccog@gmail.com

Marnie O. Primmer
OCCOG Executive Director
949-216-5288
marnie@occog.com



AGENDA ITEM # 11

Approve OCCOG Support Services Contracts and Amendments for FY 2022-23

STAFF RECOMMENDATION

Approve the following:

1. Extend Term of Financial Bookkeeping, Auditor/Controller and Treasurer Services Agreement with John Hanson. Rate increase from \$60 to \$65/hour.
2. Alter annual cost of living adjustment (COLA) for Connected Consulting to keep pace with inflation.
3. Increase Hourly Rate of Agreement for General Counsel Services with Aleshire & Wynder, LLP by Fred Galante.
4. Expand the scope of services and extend Term of Legislative Policy Analysis, Advocacy and Grant Writing Services with Wendy J. Strack. Retainer is increased from \$2500 to \$3000/month.
5. Extend Term and Add Tasks to General Assembly Preparation, Joint Communications and Coordination Services Agreement with Lisa Telles. Add flat fee of \$2500 for GA on-site support. Monthly retainer of \$2500. REAP activities to be charged separately.
6. Extend Term and expand scope of services to Clerk of the Board and Administrative Support Services Agreement with Kathryn Morrison. No change to hourly rate.
7. Extend term for AJ Design for one year. No change to retainer agreement. Additional \$5000 fee for General Assembly related services. REAP work billed separately for SCAG reimbursement.
8. Enter into a new month-to-month agreement for REAP project management and SCAG meeting monitoring and reporting with Michelle Boehm. SCAG support retainer of \$2000/month, REAP activities billed separately for SCAG reimbursement.

SUMMARY

Staff is requesting approval by the OCCOG Board of Directors of amendments to support services agreements with various consultants to assure the OCCOG continues to address the directives of the Board and mission of the OCCOG. With the exception of a new month-to-month contract for services to be provided by Michelle Boehm, the contracts include standard term extensions to cover an additional year, starting July 1, 2022, and expanded services needed to align with the Board-approved 2022-25 Strategic Plan and 2022-23 Work Plan which address the increasing



needs of the OCCOG, including administering the REAP Grant. Specific amendments and terms are described below.

BACKGROUND

Consistent with the proposed FY 2022-23 Budget included for Board consideration today, the following contract amendment are provided for this Board's consideration:

1. **Financial Bookkeeping, Auditor/Controller and Treasurer Services.** Amendment No. 2 to extend the term of the Agreement with John Hanson for 1 year to cover the entire Fiscal Year 2021-22 and expiring June 30, 2023. REAP-related activities will be billed separately for SCAG reimbursement.
2. **Executive Director Services Agreement.** Amendment No. 5 to agreement with Connected Consulting to adjust the annual cost of living adjustment (COLA) from a fixed 3% to the CPI rate of inflation for the prior twelve months on June 30 each year. REAP-related activities will be billed separately for SCAG reimbursement.
3. **General Counsel Services Agreement.** Amendment No. 1 to agreement with Aleshire & Wynder, LLP by Fred Galante. Although the Board approved an increase to the rates in 2021, the general counsel did not take the increase and deferred it for future consideration by the Board. As such, the general counsel has not received any rate increases in approximately 13 years since the agreement was approved following his service in a pro-bono capacity for over a decade. To catch up with inflation for those 13 years, the general counsel proposes increasing the hourly rate from \$180 to \$230 per hour, and implements a \$10 annual rate increase. Rate increases for paralegals and litigation services are also included in the agreement amendment. REAP-related activities will be billed separately for SCAG reimbursement.
4. **Legislative Policy Analysis, Advocacy and Government Relations Services Agreement.** Amendment No. 2 to the agreement with Wendy J. Strack Consulting extends the term for 1 year to cover the entire Fiscal Year 2022-23 and expiring June 30, 2023. Increases the retainer agreement from \$2500 to \$3000/month and expands services to include coordination with partners for legislative advocacy trips and activities, increased OC delegation member and staff briefings, expanded support for OCCOG members of SCAG Legislative committee. No REAP-related activities are planned for this contract.
5. **General Assembly Preparation, Joint Communications and Coordination Services Agreement.** Amendment No. 3 to the agreement with Lisa Telles extends the term for 1 year to cover the entire Fiscal Year 2022-23 and expiring June 30, 2023 and includes additional tasks to related to the management and execution of OCCOG's



REAP Grant. Ms. Telles will continue to provide communications support including development of the communications plan, content development, project management, and event planning related to the General Assembly. Given the additional level of effort for the General Assembly onsite support there will be an additional \$2500 fee for those services. REAP-related activities will be billed separately for SCAG reimbursement.

6. **Clerk of the Board and Administrative Support Services Agreement.** Amendment No. 2 to the agreement with Kathryn Morrison Amendment No. 3 to the agreement with Kathryn Morrison extends the term for 1 year to cover the entire Fiscal Year 2022-23 and expiring June 30, 2023 and expands the scope of services to include government relations and additional REAP support services, as well as current administrative and clerk of the Board of Directors duties. REAP-related activities will be billed separately for SCAG reimbursement.
7. **Marketing and Communications Services Agreement.** Amendment No. 2 to the agreement with AJ Design extends the term for 1 year to cover the entire Fiscal Year 2022-23 and expiring June 30, 2023 for preparation of OCCOG social media and newsletters, development of new direct communications vehicles in this fiscal year. REAP-related activities will be billed separately for SCAG reimbursement.
8. **SCAG Oversight and Agenda Preparation, REAP Program Management.** Execute a month-to-month agreement with Michelle Boehm for new SCAG agenda monitoring services to include attendance at all SCAG working group meetings. Monitor agendas for potential policy issue concerns and provide meeting synopsis and issue alerts to technical staff. Attend SCAG monthly policy committee meetings and regional council meetings. Prepare and provide briefing materials for OCCOG board and policy committee members and assist Executive Director with developing strategy for OCCOG approach to policy proposals under consideration by SCAG. Assist Executive Director with management and implementation of all OCCOG REAP projects, acting as REAP Manager for OCCOG. Services to be billed at \$2000/month. REAP-related activities will be billed separately for SCAG reimbursement.

ATTACHMENTS

- A. Amendment No. 3 to Financial Bookkeeping, Auditor/Controller and Treasurer Services Agreement with John Hanson.
- B. Amendment No. 5 to Agreement with Connected Consulting
- C. Amendment No. 1 to General Counsel Services Agreement with Aleshire & Wynder, LLP.



- D. Amendment No. 3 to Legislative Policy Analysis, Advocacy and Government Relations Services Agreement with Wendy J. Strack Consulting.
- E. Amendment No. 3 to General Assembly Preparation, Communications and Coordination Services Agreement with Lisa Telles.
- F. Amendment No. 2 to Clerk of the Board and Administrative Support Services Agreement with 38 Alpha for Kathryn Morrison services.
- G. Amendment No. 1 to Marketing and Communications Agreement with AJ Design
- H. Month to Month Agreement with Michelle Boehm for SCAG Agenda Monitoring and Preparation.

STAFF CONTACT

Fred Galante
General Counsel
(949) 250-5410
fgalante@awattorneys.com

Marnie O. Primmer
OCCOG Executive Director
(949) 216-5288
marnie@occog.com



AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT FOR FINANCIAL BOOKKEEPING, AUDITOR/CONTROLLER AND TREASURER SERVICES

This AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT FOR FINANCIAL BOOKKEEPING, AUDITOR/CONTROLLER AND TREASURER SERVICES ("Amendment") is made and entered into this 23rd day of June, 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("OCCOG") and JOHN HANSON, C.P.A. ("Contractor").

RECITALS

WHEREAS, on January 25, 2018, the OCCOG and Contractor entered into a Contract Services Agreement for Financial Bookkeeping, Auditor/Controller and Treasurer Services, as amended, (collectively, "Agreement") for Contractor to provide various financial services to the OCCOG, as further provided in the Agreement;

WHEREAS, on June 25, 2020, the parties entered into that certain Amendment No. 1 to the Agreement to extend the term of the Agreement by one year and clarify that the maximum compensation payable to Contractor shall be in the amount set by the OCCOG Board in its annual budget; and

WHEREAS, on June 24, 2021, the parties entered into that certain Amendment No. 2 to the Agreement to extend the term; and

WHEREAS, the parties now wish to amend the Agreement to further extend the term and amend the compensation payable to Contractor.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Contract Sum. Section 2.1 of the Agreement, entitled "Contract Sum", shall be amended to increase Contractor's compensation by \$5.00 per hour to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated at the rate of Sixty-Five Dollars (\$65.00) per hour, which amount shall exclude those reimbursable expenses that are pre-approved in writing by the Executive Director; provided such total compensation and expenses shall not exceed the amount authorized in the OCCOG's approved annual budget, without the need to further amend this



Agreement ("Contract Sum"). Mileage to and from OCCOG's office or location of monthly board meetings shall not be subject to reimbursement."

2. Term. Section 5.1 of the Agreement, entitled "Term", shall be amended to read as follows:

"5.1 Term. Unless earlier terminated in accordance with Section 5.3 below, this Agreement shall begin on the Effective Date and continue in full force and effect until June 30, 2023."

3. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

Wendy Bucknum, Chair of the Board

ATTEST:

OCCOG Secretary

APPROVED AS TO FORM
Aleshire & Wynder, LLP

OCCOG Counsel

CONTRACTOR

By: John Hanson, C.P.A.



AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES

This AMENDMENT NO. 5 TO INDEPENDENT CONTRACTOR AGREEMENT FOR EXECUTIVE DIRECTOR SERVICES (“Amendment”) by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority (“OCCOG”), and CONNECTED CONSULTING, a California corporation (“Contractor”) is approved as of the 23rd day of June, 2022 and effective on July 1, 2022.

RECITALS

WHEREAS, on October 20, 2015, the OCCOG and Contractor entered into an Independent Contractor Agreement for Interim Executive Director Services (“Agreement”) for Ms. Marnie O’Brien Primmer to serve as the OCCOG’s contract Interim Executive Director and provide professional services required of such position to the OCCOG;

WHEREAS, on November 19, 2015, the OCCOG Board approved an assignment and amendment to the Agreement from Ms. O’Brien Primmer to her firm, Connected Consulting, which expired on June 30, 2017;

WHEREAS, on August 25, 2017, the OCCOG Board approved Amendment No. 2 to extend the term of Agreement for an additional two (2) years and also revise Section 2.1 thereof to require OCCOG to pay Contractor’s invoices upon receipt rather than after 30 days, as is consistent with OCCOG payment practices;

WHEREAS, on April 25, 2019, the parties approved Amendment No. 3 to extend the term for an additional two (2) years and remove the hourly rate and increase the Monthly Cap payable to Contractor to reflect a cost of living increase applicable since the Agreement was originally approved;

WHEREAS, on June 24, 2021, the parties approved Amendment No. 4 to extend the term for three (3) years, establish a set cost-of-living adjustment applicable to Contractor’s compensation of 3% annually and add a provision to compensate Contractor for additional support services secured beyond the scope of Contractor’s executive director duties; and

WHEREAS, the parties now wish to amend the Agreement again to amend the compensation payable to replace the 3% cost-of-living adjustment to reflect the annualized increases to the Consumer Price Index.



NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Payment of Compensation. Section 2.1 of the Agreement, entitled “Compensation” shall be amended to replace the 3% annual increase to the Contract Sum by the amount of increase of the Consumer Price Index, which amended clause shall read as follows:

“2.1 Compensation. “Commencing on July 1, 2021, and for the services rendered pursuant to this Agreement, Contractor shall be compensated, excluding incidental expenses per Section 2.2, at the retainer amount of Eleven Thousand Forty-Seven Dollars (\$11,047) per month (“Compensation”) during the term of this Agreement, which Compensation shall be increased annually beginning July 1, 2022, by an amount equal to the change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County, CA (1982-84=100) (“CPI”) issued by the U.S. Department of Labor for the 12 month period preceding the first day of July of each year during the term of this Agreement to provide Contractor a cost-of-living adjustment. Contractor agrees to abide by the provisions of Sections 1.1 and 1.2 and accepts the risk that some work may not be compensated beyond the maximum monthly amount reflected by the Compensation.

In addition to the Compensation, Contractor will be reimbursed on a time and materials basis for any additional support services secured by Contractor to provide further support to the OCCOG beyond the scope of those Executive Director services provided in this Agreement, which services shall be billed at the actual hourly rates payable to any subcontractor, consistent with budgeted amounts and for a rate not to exceed Fifty and 00/100 Dollars (\$50.00) per hour. Board Chair shall authorize use of additional resources in advance, and total amount billed shall not exceed budgeted amount in Board-approved annual budget. Contractor shall be solely responsible for the payment of all taxes and similar matters. The Compensation shall be Contractor’s sole compensation for its services under this Agreement. Contractor shall invoice OCCOG for the services rendered pursuant to this Agreement. The invoice shall be provided to OCCOG no more frequently than every 30 days. OCCOG shall pay Contractor invoices upon receipt, consistent with

OCCOG’s standard procedure for the payment of contracts or



invoices, including review by the Chair of the Board and approval by the OCCOG Board through the warrant run process.”

2. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

APPROVED AS TO FORM

Wendy Bucknum, Chair of the Board

Aleshire & Wynder, LLP

OCCOG Counsel

CONTRACTOR:

CONNECTED CONSULTING, a California corporation

By: Marnie O’Brien Primmer
Title: _____



**FIRST AMENDMENT TO
ORANGE COUNTY COUNCIL OF GOVERNMENTS GENERAL COUNSEL
FEE AGREEMENT**

This FIRST AMENDMENT TO ORANGE COUNTY COUNCIL OF GOVERNMENTS GENERAL COUNSEL FEE AGREEMENT (the “First Amendment”) is made and entered into this ____ day of June 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS (herein “OCCOG”) and ALESHIRE & WYNDER, LLP, a California limited liability partnership (herein “the Firm”).

RECITALS

WHEREAS, OCCOG and the Firm entered into that certain Agreement entitled “Orange County Council of Governments General Counsel Fee Agreement” (the “Agreement”) on September 24, 2009; and

WHEREAS, the Firm has never received a rate increase in the almost 13 years since the Agreement was approved;

WHEREAS, it is the desire of the OCCOG and the Firm to amend the Agreement as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement is amended in the following particulars only:

1. Exhibit “A” of the Agreement entitled “Fee Arrangement (Hourly Fee Approach)” is amended and replaced in its entirety to read as shown on Exhibit “A” to this First Amendment.
2. Effective Date. The amendment provided in this First Amendment shall be effective beginning on July 1, 2022.
3. Full Force and Effect. Except as expressly provided for in this First Amendment all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

"OCCOG"

ORANGE COUNTY COUNCIL OF
GOVERNMENTS

By: _____
Marnie O'Brien Primmer,
Executive Director

THE FIRM

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Esq.

[END OF SIGNATURES]



EXHIBIT "A"
FEE ARRANGEMENT

- (1) The Firm will charge Two Hundred Thirty Dollars (\$230.00) per hour for general legal services and Two Hundred Sixty Dollars (\$260.00) for litigation services, beginning on July 1, 2022. Thereafter, on July 1, 2023 and every July 1 thereafter, the aforementioned hourly rates shall increase by \$10 per hour.
- (2) In addition to the foregoing, A&W would be reimbursed for out-of-pocket expenses including: telecopier, messenger, courier, and other communication costs; reproduction expense; computer research services; court reporters; mileage cost to court and administrative proceedings; travel expenses outside of Orange County; and other costs and expenses incurred on OCCOG's behalf. Notwithstanding the foregoing, A&W does not charge for word processing, routine computer-assisted legal research, local calls, or mileage to OCCOG Board or staff meetings in Orange County.
- (3) The rate for paralegals and law clerks shall be One Hundred Sixty Dollars (\$160) per hour.



**AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE ORANGE COUNTY COUNCIL OF GOVERNMENTS AND
WENDY J. STRACK CONSULTING, LLC**

This AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT ("Amendment") is made and entered into this 23rd day of June, 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("OCCOG") and WENDY J. STRACK CONSULTING, LLC, a California limited liability company ("Consultant").

RECITALS

WHEREAS, on or about July 25, 2019, the OCCOG and Consultant entered into a Contract Services Agreement ("Agreement") to provide various services to OCCOG, including for legislative policy analysis and legislative advocacy and assist OCCOG member agencies with grant writing as needed, as further described in the Agreement;

WHEREAS, on June 25, 2020, the parties entered into that certain Amendment No. 1 to the Agreement to extend the term of the Agreement by one year and clarify that the maximum compensation payable to Consultant shall be in the amount set by the OCCOG Board in its annual budget;

WHEREAS, on June 24, 2021, the parties entered into that certain Amendment No. 2 to the Agreement to extend the term of the Agreement by one year, adopt an increased retainer amount and revised scope of work; and

WHEREAS, the parties now wish to amend the Agreement to further extend the term.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Contract Sum. Section 2.1 of the Agreement, entitled "Contract Sum", shall be amended to increase the maximum annual contract sum payable to Consultant from \$30,000 to \$36,000 to read as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty Six Thousand and 00/100 Dollars (\$36,000.00) ("Contract Sum"), billed at the rates set forth in



2. Term. Section 3.3 of the Agreement, entitled “Term”, shall be amended to read as follows:

“3.3 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than June 30, 2023, except as otherwise provided in the Scope of Services (Exhibit “A”).”

3. Scope of Services. Exhibit “A” attached to the Agreement entitled “Scope of Services” shall be replaced in its entirety with Exhibit “A” attached to this Amendment.

4. Schedule of Compensation. Exhibit “B” attached to the Agreement entitled “Schedule of Compensation” shall be replaced in its entirety with Exhibit “B” attached to this Amendment.

5. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF
GOVERNMENTS

Wendy Bucknum, Chair of the Board

ATTEST:

OCCOG Secretary

APPROVED AS TO FORM
Aleshire & Wynder, LLP

OCCOG Counsel



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

CONSULTANT

WENDY J. STRACK CONSULTING, LLC, a
California limited liability company

By: _____

Name: Wendy J. Strack

Title: Managing Member



EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following services within the times requested by the OCCOG Contract Officer, with the understanding that timing is critical to assure that all tasks and deliverables described below are delivered timely to allow the Event, as defined below, to be a success:

Task 1 – Government Relations

Provide regular briefings to local, state, and federal elected officials regarding OCCOG’s legislative priorities.

Work with regional partners including ACC-OC and OCBC to collaborate on content, provide support for meeting strategy and scheduling, and attend advocacy trips arranged by those organizations.

Work with staff from ex-officio partners and member agencies including OCTA, TCA, Caltrans, SCAQMD, ISDOC, and OCSD to update and then communicate OCCOG’s legislative policy guidelines.

Task 2 – Meeting Monitoring

Monitor SCAG Legislative Committee meetings and provide OCCOG Board Representatives on the Committee with briefing notes in advance of the meetings.

Task 3 – Communications

Work with OCCOG communications staff to develop content for a bi-monthly legislative e-newsletter to be distributed to OCCOG Members.

Task 4 – Advocacy

Consultant shall work with OCCOG staff to coordinate advocacy efforts related to OCCOG’s



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key policy areas. This will include drafting letters of support, performing legislative and

budgetary analysis, outreach to key stakeholders, and coalition-building to advance OCCOG priorities. Consultant shall keep the Orange County legislative delegation apprised of our efforts and request their ongoing support.

Consultant shall work with CalCOG, League of Cities, ACC-OC, and SCAG on areas of regional and statewide legislative priorities based on OCCOG legislative policy guidelines. For example RHNA reform, CEQA modernization, increased funding for local jurisdictions and CTCs, etc.

Task 5- Legislative Support

Provide briefings and staff report including legislation tracking tool to OCCOG TAC, EMC and Board monthly.



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EXHIBIT "B"

SCHEDULE OF COMPENSATION

Consultant shall be paid up to the Contract Sum, which is based on the following breakdown: Consultant support shall be charged on an hourly rate, not to exceed \$36,000.00 (subject to adjustment per Section 2.3 of this Agreement). Consultant shall receive a monthly retainer of \$3,000.00, capped at 20 hours per month. For each hour worked over the retainer, the Consultant will be paid at the rate of \$150.00. Any additional work beyond the retainer must be approved by the Contract Officer.



**AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE ORANGE COUNTY COUNCIL OF GOVERNMENTS AND
LISA TELLES, CONSULTANT**

This AMENDMENT NO. 3 TO CONTRACT SERVICES AGREEMENT ("Amendment") is made and entered into this 23rd day of June, 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("OCCOG") and LISA TELLES an individual ("Consultant").

RECITALS

WHEREAS, on or about January 23, 2020, the OCCOG and Consultant entered into a Contract Services Agreement ("Agreement"), as amended, for Consultant to provide various services to OCCOG, including General Assembly preparation, joint communications and coordination with ACC-OC materials and events and website development relating to resources available to member jurisdiction as they update their housing elements, as further described in the Agreement;

WHEREAS, on June 25, 2020, the parties entered into that certain Amendment No. 1 to the Agreement to extend the term of the Agreement and clarify that the maximum compensation payable to Consultant shall be in the amount set by the OCCOG Board in its annual budget;

WHEREAS, on June 24, 2021, the parties entered into that certain Amendment No. 2 to the Agreement to further extend the term and add additional tasks to Consultant to perform tasks related to the management and oversight of the REAP Grant awarded to OCCOG; and

WHEREAS, the parties now wish to amend the Agreement again by this Amendment to further extend the term and add additional tasks to Consultant as set forth in the revised Exhibit "A" attached to this Amendment.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Term. Section 3.3 of the Agreement, entitled "Term", shall be amended to read as follows:



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“3.3 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than June 30, 2023, except as otherwise provided in the

Scope of Services (Exhibit “A”).”

2. Scope of Services. Exhibit “A” to the Agreement entitled “Scope of Services” shall be replaced to provide for the revised services provided by Consultant, as shown on Exhibit “A” to this Agreement.

3. Schedule of Compensation. Exhibit “B” to the Agreement entitled “Schedule of Compensation” shall be replaced to provide for the revised services provided by Consultant, as shown on Exhibit “B” to this Agreement.

4. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF
GOVERNMENTS

Wendy Bucknum, Chair of the Board

ATTEST:

OCCOG Secretary

APPROVED AS TO FORM
Aleshire & Wynder, LLP

OCCOG Counsel



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

CONSULTANT
LISA TELLES

By: _____
Name: Lisa Telles



EXHIBIT "A"

FY 2022-23 SCOPE OF SERVICES

(Retainer)

General Assembly:

- Coordinate sponsor campaign, sponsorship benefits and sponsors.
- Support program development
- Coordinate speakers and presentations.
- Write content for electronic program.
- Coordinate venue and vendors, manage budget.
- Develop and implement communication campaign.

General Communications:

- Update 18-month communication plan to align with approved 2022-2025 Strategic Plan.
 - o Conduct an audience awareness survey to test OCCOG messaging.
- Attend monthly Board Meetings and write OCCOG Board Meeting Spotlight. Coordinate distribution the Monday following each Board Meeting. Coordinate growth of distribution list to include Member jurisdiction City Managers, CEOs, Community Development Directors and Planning Directors.
- Attend monthly Technical Advisory Committee Meetings and write NEW TAC Meeting Spotlight that will summarize each meeting and be sent to TAC members 3 – 5 days following the monthly meeting.
- Copy writing and project management for monthly OCCOG Update e-newsletter distributed the second Wednesday of each month.
- Develop and manage the targeted mailing lists, editorial calendar and publication schedule for existing and new targeted email communication.
 - o OCCOG Update (monthly)
 - o Board Meeting Spotlight (monthly)
 - o TAC Meeting Spotlight (monthly)
 - o Minute to Win It – Legislative and Regulatory Snapshot (bimonthly)
 - ☐ Content to be provided by legislative consultant.
 - o Housing for All Bulletin (bimonthly)
 - ☐ How content will be developed will be determined during planning process.
- Evaluate strategy and cost to position OCCOG as an authority in our policy areas with local and regional legacy media outlets. Identify targeted media outlets and reporters; identify policy area experts; Identify budget and staff time needed to implement effective media relations campaign.
-



Support the implementation of an onboarding program for new OCCOG Board Members to bring them up to speed quickly on SCAG processes and issues.

-

Develop the schedule, content and copy writing for social media posts related to the General Assembly communications campaign and distribution of newsletters.

(Hourly)

REAP Projects:

- Housing OC Video Series:
 - o Research, write scripts and project manage final three videos for the Housing OC Video Series. Copy writing for video distribution via email and social media.

- Housing SoCal Website and Tool Kit:
 - o Research and write content for the Housing Southern California website and supporting tool kit materials.
 - o Support project management for website implementation.



Orange County Council of Governments

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3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

EXHIBIT "B"

SCHEDULE OF COMPENSATION

Consultant shall be paid up to the Contract Sum, which is based on the following breakdown:

1. Consultant shall receive a total monthly retainer of \$2,500.00, which is based on the following services provided under this Agreement and corresponding amounts:

- \$2,000 per month for project management and event planning services, plus
- \$500 per month for communications services

2. Consultant shall further receive a total of \$2,500 as a flat fee for onsite General Assembly-related work.

Consultant shall provide OCCOG with monthly invoices with the detail described at Section 2.2. For any tasks not covered under Exhibit "A", any additional services to be provided to the OCCOG, including but not limited to REAP-related work, and not included as part of the above services may be approved by OCCOG's Executive Director in writing per Section 2.3, at Consultant's rate of \$100 per hour.



**AMENDMENT NO. 3 AND ASSIGNMENT TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE ORANGE COUNTY COUNCIL OF GOVERNMENTS AND 38APLHA**

This AMENDMENT NO. 3 AND ASSIGNMENT TO CONTRACT SERVICES AGREEMENT ("Amendment") is made and entered into this 23rd day of June, 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("OCCOG") and 38APLHA, a limited liability corporation, ("Consultant").

RECITALS

WHEREAS, on or about July 25, 2019, the OCCOG and Kathryn Morrison entered into a Contract Services Agreement ("Agreement"), as amended, for Ms. Morrison to provide various support administrative tasks to the OCCOG, such as scheduling, filing, note taking, meeting coordination, etc., as further described in the Agreement;

WHEREAS, on June 25, 2020, the parties amended the Agreement pursuant to that certain Amendment No. 1 to extend the term of the Agreement and clarify that the maximum compensation payable to Consultant shall be in the amount set by the OCCOG Board in its annual budget; and

WHEREAS, on June 24, 2021, the parties amended the Agreement pursuant to Amendment No. 2 to further extend the term and add clerk of the Board of Directors duties to the Scope of Services to be performed by Consultant; and

WHEREAS, the parties now wish to assign the Agreement to Consultant, owned and controlled by Ms. Morrison, and further extend the term of the Agreement by an additional year.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Term. Section 3.3 of the Agreement, entitled "Term", shall be amended to read as follows:

"3.3 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than June 30, 2023, except as otherwise provided in the Scope of Services (Exhibit "A")."



2. Scope of Services. Exhibit "A" to the Agreement entitled Scope of Services shall be supplemented to add government relations and additional REAP support services to the services provided by Consultant, as shown on Exhibit "A" to this Agreement.

3. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

Wendy Bucknum, Chair of the Board

ATTEST:

OCCOG Secretary

APPROVED AS TO FORM
Aleshire & Wynder, LLP

OCCOG Counsel

CONSULTANT

38APLHA

By: _____
Name: Kathryn Morrison
Its: _____



EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

In addition to those services provided by Consultant pursuant to the Scope of Services attached as Exhibit "A" to the Agreement, as amended, Consultant shall provide the following additional services as part of her duties in accordance with the terms of the Agreement, as specifically directed by the OCCOG Executive Director:

- Government relations including but not limited to:
 - Attend events on behalf of OCCOG (Government Relations)
 - Attend partner advocacy trips on behalf of OCCOG as directed by the Executive Director, (Government Relations)
 - Build and retain relationships with current OCCOG cities and board members (Government Relations)
 - Attend the Irvine Chamber Government Affairs Committee meeting, providing updates utilizing the OCCOG Spotlight

- REAP support service, which REAP-related activities will be billed separately by Consultant for SCAG reimbursement.



**AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE ORANGE COUNTY COUNCIL OF GOVERNMENTS AND
AJ DESIGN**

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT ("Amendment") is made and entered into this 23rd day of June, 2022, by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California Joint Powers Authority ("OCCOG") and AJ DESIGN, a sole proprietorship ("Consultant").

RECITALS

WHEREAS, on or about July 24, 2021, the OCCOG and Consultant entered into a Contract Services Agreement ("Agreement") for Consultant to provide marketing and communications support services to the OCCOG, as further described in the Agreement;

WHEREAS, the parties now wish to amend the Agreement to extend the term by an additional year to allow Consultant to prepare OCCOG social media and newsletters, development of new direct communications vehicles in this fiscal year and REAP-related activities; and

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Term. Section 3.3 of the Agreement, entitled "Term", shall be amended to read as follows:

"3.3 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not later than June 30, 2023, except as otherwise provided in the Scope of Services (Exhibit "A")."

2. Scope of Services. Exhibit "A" to the Agreement entitled Scope of Services shall be supplemented to add government relations and additional REAP support services to the services provided by Consultant, as shown on Exhibit "A" to this Agreement.

3. Full Force and Effect. The parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.



Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

Orange County Council of Governments

info@occog.com

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written in the preamble above.

ORANGE COUNTY COUNCIL OF GOVERNMENTS

Wendy Bucknum, Chair of the Board

ATTEST:

OCCOG Secretary

APPROVED AS TO FORM
Aleshire & Wynder, LLP

OCCOG Counsel

CONSULTANT

AJ DESIGN

By: _____
Name: Attila Juhas



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

EXHIBIT "A"

SUPPLEMENTAL SCOPE OF SERVICES

In addition to those services provided by Consultant pursuant to the Scope of Services attached as Exhibit "A" to the Agreement, as amended, Consultant shall provide the following additional services as part of its duties in accordance with the terms of the Agreement, as specifically directed by the OCCOG Executive Director:

- REAP support service, which REAP-related activities shall be billed separately by Consultant for SCAG reimbursement.



**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE ORANGE COUNTY COUNCIL OF GOVERNMENTS AND
MICHELLE BOEHM**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ___ day of ____, 2022 by and between the ORANGE COUNTY COUNCIL OF GOVERNMENTS, a California joint powers authority (“OCCOG”) and MICHELLE BOEHM, an individual (“Consultant”). OCCOG and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the OCCOG and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “B” and incorporated herein by this reference, but not exceeding the maximum contract amount of Eighty-Four Thousand, and 00/100 Dollars (\$84,000.00) (“Contract Sum”), billed at the rate and in the manner set forth at Exhibit “B”.

2.2 Invoices. Each month Consultant shall furnish to OCCOG an original invoice for all work performed and expenses incurred during the preceding month in a form approved by OCCOG’s Treasurer. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail



charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice OCCOG for any duplicate services performed by more than one person.

OCCOG shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by OCCOG, OCCOG will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to OCCOG warrant run procedures, the OCCOG cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by OCCOG, the original invoice shall be returned by OCCOG to Consultant for correction and resubmission. Review and payment by the OCCOG of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. OCCOG shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the OCCOG Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.



3.3 Term. Unless earlier terminated in accordance with Article 6 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Scope of Services (Exhibit "A").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Michelle Boehm is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep OCCOG informed of any changes.

4.2 Contract Officer. Marnie O'Brien Primmer, Executive Director, is hereby designated as being the representative the OCCOG authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the OCCOG. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of OCCOG. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the OCCOG nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of OCCOG with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of OCCOG, or that it is a member of a joint enterprise with OCCOG.

5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to OCCOG and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services



hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of OCCOG, including the right to inspect, copy, audit and make records and transcripts from such records.

5.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

5.3 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the OCCOG and shall be delivered to the OCCOG upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the OCCOG of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the OCCOG.

6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

6.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the OCCOG shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the OCCOG may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the OCCOG shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the OCCOG may take necessary steps to terminate this Agreement under this Article.

6.3 Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. Either party reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to the other party, except that



where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in Exhibit "B". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 6.2.

6.4 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, OCCOG may, after compliance with the provisions of Section 6.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the OCCOG shall use reasonable efforts to mitigate such damages), and OCCOG may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the OCCOG as previously stated.

7. MISCELLANEOUS

7.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

7.2 Non-liability of OCCOG Officers and Employees. No officer or employee of the OCCOG shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the OCCOG or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

7.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of



the OCCOG, to the OCCOG, 3972 Barranca Pkwy. Ste. J127, Irvine, CA 92606; and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

7.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

7.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

7.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

7.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

7.9 Warranty & Representation of Non-Collusion. No official, officer, or employee of OCCOG has any financial interest, direct or indirect, in this Agreement, nor shall



any official, officer, or employee of OCCOG participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any OCCOG official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any OCCOG official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

7.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON NEXT PAGE]



Orange County Council of Governments

Orange County Council of Governments (OCCOG)
3972 Barranca Parkway, Ste. J127
Irvine, CA 92606

info@occog.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

OCCOG: ORANGE COUNTY COUNCIL OF GOVERNMENTS

ATTEST:

OCCOG Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, OCCOG General Counsel

CONSULTANT: MICHELLE BOEHM

By: _____
Michelle Boehm



EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following services within the times requested by the OCCOG Contract Officer, with the understanding that timing is critical to assure that all tasks and deliverables described below are delivered timely to allow the Event, as defined below, to be a success:

Task 1 – REAP Project Management Manage the approximately \$3,577,000.00 OCCOG REAP contract portfolio, under the oversight of the OCCOG Executive Director. Act as a direct liaison with SCAG, on behalf the Executive Director, for REAP related activities, administration, and reporting. Prepare SCAG required Quarterly and annual reports, modify SCAG SAF, as required, support invoicing in conjunction with OCCOG Finance Director, provide status updates at OCCOG Board and TAC meetings. Manage consultant contracting budgets and schedules, and deliverable submittals for REAP Projects 1, 2, 3, and 4.

Additionally, administer and oversee the OCCOG REAP On-call Services program and work with members to identify needs related to REAP activities and connect them to consultant resources on a task order basis. Collaborate with Gateway City COG and Ventura COG on the Joint ADU Toolkit project as the Managing Partner, in support of the Executive Director. Provide direct oversight of the consultant, collaborate on content, and provide support for meeting strategy and scheduling.

Assist with development and initialization of REAP 2021 framework and guidelines, and OCCOG application to SCAG for same.

Task 2 – Meeting Monitoring and Support Monitor SCAG Committee meetings and provide OCCOG Board Representatives on the Committee with briefing notes in advance of the meetings. Staff OCCOG Board Representatives at such meetings providing insight and advice on current topics and identify opportunities to



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advocate on behalf of OCCOG to accomplish established legislative goals.

Monitor SCAG working groups: review agendas and provide advance agenda briefings, attend meetings and provide alerts to TAC for policy items of interest, as well as meeting recaps.

Task 3 – Communications

Develop content for as needed staff reports for OCCOG Board and TAC meetings and newsletters to be distributed to OCCOG Members. Present updates at OCCOG Board and TAC on REAP activities and SCAG committee meetings.



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EXHIBIT "B"

SCHEDULE OF COMPENSATION

Consultant shall be paid up to the Contract Sum, which is based on the following breakdown:

Consultant support shall be charged the hourly rate set forth below, not to exceed \$84,000 (subject to adjustment per Section 2.3 of this Agreement). Consultant shall receive a monthly retainer of \$2,000 for non-REAP related services. Additionally, Consultant shall receive a monthly retainer \$5,000 for REAP related services, to be billed separately from any other services so as to allow for SCAG reimbursement.

The maximum monthly total retainer shall be \$7,000, capped at 70 hours per month. For each hour worked over the retainer, the Consultant will be paid at the rate of \$100.00, subject to the prior written approval of the Executive Director. Any additional work beyond the retainer must be approved by the Contract Officer.



Representative Membership

~35% Cleantech Cos., ~30% Large Corps., ~25% Local Gov't & NPOs, ~10% Academia



Representative Partners

- Local Government: Cities, Counties and other agencies
- Utilities – Public and Private
- Chambers of commerce
- Academia – Universities and High Schools
- Hospitals
- Hotels
- Incubators and accelerators
- Investors
- Specific others
 - Prince of Wales Accounting for Sustainability (A4S)
 - Center for Sustainable Energy (San Diego)
 - L.A. Economic Development Corp, e4 Mobility
 - Los Angeles Cleantech Incubator (LACI)
 - Silicon Valley Leadership Group
 - US Green Building Council

Creating Value

Partnerships / Working Groups

Networking & Collaboration

Innovation & Information hub

Advocacy Support

Mentorship and Advisory

Promotional vehicle

Conferences

Best Practices: platforms, roundtables, workshops...

Education

Networks & Working Groups

- **Technology**
 - **Energy – Renewables, Efficiency, Storage, etc.**
 - **Regional Energy Innovation Cluster (Incubator)**
 - **Water – Reuse, Storm, Desal, etc.**
 - **EPA / WEFTEC National Water Cluster For SoCal**
 - **Transportation – AV/CV, EV, Fuel Cell, etc.**
 - **Advanced Transportation Center**
- **Sustainability – Quarterly Roundtable, Supply Chain, Human Cap, ESG**
- **Agriculture – Technology, Food, Farming, Safety, etc.**
- **Waste Stream Management/Circular Econ; OC Recycling Market Development Zone**
- **CCA – Aggregated Feasibility Study Program for Orange County**
- **Investors**
- **Greening Hollywood**



ELEVATION VENTURES

- **Fund Size:** \$50M USD
- **Focus:** Climate Tech - Electrification, Agriculture and Decarbonization
- **Market Position:** Leveraging Octane's diligence and support with Sustain SoCal's sector experts in a geography with natural advantages and abundant deal flow
- **Stage:** Seed to Series A
- **Geography:** SoCal focus, Expect >90% of investments will go through Octane's Launchpad Accelerator
- **Team:** Proven team working on investment strategy since 2016. MP brings 5+ years experience commercializing Climate Tech at Google X
- **Investments:** \$500K-\$2M. Concentration typically 5%, max 10%



SUSTAIN OC

Foundation

- **ENGAGE:** A professionals' course in sustainability highlighted by a high profile speaker series, field trips and roundtable discussions
- **Practitioner Roundtables:** Sustainability, ESG, financial officer roundtables consisting of C Suite officers from mostly large and midsize organizations
- **High School Sustainability Challenge:** Coming Fall 2022

Remaining 2022 Signature Events

June 29	Driving Mobility 9
August 25	Water Solutions 7
September 28	ESG Quarterly
October 25	Annual Energy Conference: Balance and Resiliency
December 7-8	Sustainability Private Capital Event v4



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