

South Bay Cities Council of Governments

Steering Committee AGENDA

Monday, January 12, 2015

12:00 pm

SBCCOG Office

20285 Western Avenue, Suite 100

Torrance, Ca. 90501

I. REPORT OF POSTING OF AGENDA

- **ACTION:** Receive and file

II. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

III. PUBLIC COMMENT

IV. OVERVIEW OF IMPORTANT CONSENT CALENDAR ITEMS - 12:05 pm

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:10 pm

A. Steering Committee – December 8, 2014 meeting minutes – attached

- **ACTION:** Approve

B. Renewal of Metro Deputy Services Contract with Mike Bohlke

- This contract was reviewed by incoming Metro Board member James Butts who reviewed and approved the contract and asked for the 6 month term.
- Contract – attached
- **ACTION:** Recommend Board approval

C. Contract with Siembab Corporation

- Attached contract to cover work funded through grants
- **ACTION:** Recommend Board approval

D. Grants Awarded

- Strategic Growth Council grant –notice to proceed December 19, 2014
 - Contract with Metro (the grantee) for SBCCOG to do the work on this grant – attached
 - **ACTION:** Approve
- Energy Upgrade California – SBCCOG has been awarded \$64,250 to provide Marketing and Outreach as an Energy Upgrade California (EUC) community Outreach Ambassador Tier I Agency. We will be working with Environmental Charter Schools (a Tier II Agency) who will receive \$10,000 of the total to provide updated information on EUC at 9 community events and 9 presentations to community organizations between January 1 and November 30, 2015. The grant is from January 1 – December 31, 2015. Nine grants were awarded, with 3 awardees in Los Angeles County.
- Scopes of Work – attached
 - **ACTION:** Approve Memorandum of Understandings with Runyon Saltzman Einhorn, Inc. (RSE) on behalf of Energy Upgrade California and with Environmental Charter School – attached
- Zero Emission Vehicle (ZEV) Grant from California Energy Commission – SBCCOG was awarded approximately \$200,000 for the ZEV grant along with our partner, the Luskin Center for Innovation at UCLA. This will allow for an Electric Vehicle Charging Station and Installation Process study for multi-unit dwellings in

the South Bay region. Work is anticipated to begin in late spring 2015 upon agreement execution.

- E. Grant Opportunities
 - SBESC services to DWP – working with Buscaino and Mayor’s offices
 - Distributed Generation Grant - Staff is working with UC Davis on obtaining a grant through the California Energy Commission to pursue the study of renewables including solar and geothermal. The application is due Jan. 16.
 - F. Homeless Initiative Update
 - Two meetings have been scheduled for city staff on January 13 and 14 with PATH. Cities can sign up for either meeting to go over more of the details of the PATH proposal. Please encourage your staff to participate. Other dates can be set to accommodate city schedules.
 - G. Social Media Year-End Report – attached
 - H. Video Conference Equipment Use Year-End Report – attached
 - I. Transportation Issues
 - Monthly transportation update from Steve Lantz – attached
 - J. South Bay Environmental Services Center Activities Report – attached
 - Note: EECAP work on hold pending CPUC approval of agreement with SCE
 - K. Department of Fair Employment and Housing Claim against the SBCCOG dismissed
 - L. Board meeting agenda development for January 22, 2015 – attached
- VI. **ACTION ITEMS – PROGRAMMATIC**
- M. General Assembly Update - **12:15 pm**
 - Sponsorship status - \$61,250 in cash and ca. \$7000 in kind from 30 sponsors
 - Generic invite attached for Board member use. Flyer available at the meeting.
 - **ACTION:** Provide direction
 - N. Measure R Projects – 2015 Call for Projects Match Budget - Revised Budget for Hermosa Beach - **12:20 pm**
 - Memo attached
 - **ACTION:** Recommend Board approval of 2015 Call for Projects Match Budget from the South Bay Measure R Highway Program
 - O. Legislative Advocacy – **12:35 pm**
 - Legislative Briefing and Breakfast – January 8 - comments
 - New Legislators’ Meet and Greet with LCC & SBACC– Friday, January 23
 - Coordination with LAEDC
 - **ACTION:** Provide direction
 - P. Reliability Issues – **12:50 pm**
 - No new information to report
 - Letters were sent from the Chair welcoming Liane Randolph to the CPUC and congratulating Michael Picker on being the new chair. Both letters included invitations to visit the SBCCOG/SBESC offices.
 - **ACTION:** Discuss and provide direction
 - Q. Special Events – **12:55 pm**
 - Possible Go See trips

- AQMD Lab Tour - overview of SCAQMD and their successes and challenges and a video. Proceed to a lab tour and then a display of some green cars. Up to 25 people. The lab tour consists of an overview of what the lab does, equipment and a sample test. No Mondays and not the first Friday. 2 hours – in Diamond Bar. – March/April
- LA Air Force Base Tour - June/July
- Machado Lake Tour – suggested by Councilman Buscaino’s office
- Special meetings
 - Business Retention Strategies – January 28 @ SBWIB
 - Meeting with all South Bay schools and special districts

VII. ACTION ITEMS – ADMINISTRATIVE

- R. Review of Adopted Board Policies – **1:10 pm**
 - At the last meeting, this item was requested
 - Memo attached
 - **ACTION:** Receive and file

- S. FY 2013-2014 SBCCOG Audit and Future Audits – **1:20 pm**
 - **FY 2013-2014 @ <http://southbaycities.org/about-us/financial-documents>**
 - Memo attached
 - **ACTION:** Distribute audit to Board and City Managers and provide direction on keep the current auditor on contract for an additional 3 years

- T. Approval of Invoices – available at the meeting – **1:30 pm**
 - **ACTION:** Approve invoices for payment

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

- U. Sustainability updates – **1:35 pm**
 - BEV – active driving component done at the end of December 2014. Final report due April 1, 2015. Stakeholder meeting to be planned.
 - Google car – target neighborhoods to be identified

- V. Other updates since agenda distribution – **1:45 pm**

NEXT STEERING COMMITTEE MEETING – Monday, February 9, 2015 @ 12:00 pm

PLEASE CONSULT WEBSITE IF YOU ARE NOT SURE ABOUT THE MEETING SCHEDULES

ADJOURN

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South Bay Cities Council of Governments

REVISED Steering Committee Follow-up AGENDA December 8, 2014

Attendees: Jim Goodhart (Chair, Palos Verdes Estates), Jim Gazeley (1st Vice Chair, Lomita), Jim Knight (2nd Vice Chair, Rancho Palos Verdes), Jim Butts & Ralph Franklin (Inglewood), Dan Medina (Gardena), Jim Osborne (Lawndale), Olivia Valentine (Hawthorne), Kurt Weideman (Torrance), David Lesser (Manhattan Beach), Pam O'Connor (Metro Board Rep), Chris Cagle (SBWIB), Steve Lantz, Wally Siembab & Jacki Bacharach (SBCCOG)

I. REPORT OF POSTING OF AGENDA

- **ACTION:** Received and filed

II. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

- **Add VI.J.1 Election for Metro Board representative – Discussion**

III. PUBLIC COMMENT - None

IV. OVERVIEW OF IMPORTANT CONSENT CALENDAR ITEMS - 12:05 pm

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:10 pm

A. Steering Committee – November 10, 2014 meeting minutes attached

- **ACTION:** Approved Osborne/Gazeley, Goodhart abstained

Lutz – travel for conferences her LCC approved but she needs to give reports on what she learned.

B. Grant Opportunities & Awards

- Strategic Growth Council grant – scope and budget preparation underway – notice to proceed January 2, 2015. In addition, staff is coordinating with Metro, who is the actual grantee. This work will build off of the EECAPs and include additional Climate Action Plan (CAP) chapters as well as integrating the South Bay Sustainable Strategy into the CAPs. – **CONTACTED SGC TO CONFIRM NTP DATE AND CONTACTED METRO TO CONFIRM NTP DATE WITH THEM 12/10/14**
- Zero Emission Vehicle (ZEV) Grant from California Energy Commission - SBCCOG was awarded approximately \$200,000 for the ZEV grant along with our partner, the Luskin Center for Innovation at UCLA. This will allow for an Electric Vehicle Charging Station and Installation Process study for multi-unit dwellings in the South Bay region. FYI, only \$600,000 was allotted for the Southern California region, which includes the counties of: Los Angeles, Orange, Riverside, San Bernardino, Ventura, and San Diego. Work is anticipated to begin around June 2015 upon agreement execution.
- Energy Upgrade California – SBCCOG was asked to submit an application to provide Marketing and Outreach for Energy Upgrade California (EUC). Grant awardees will be announced in mid-December. For this grant, we would be working with Environmental Charter Schools to provide updated information on EUC at 9 community events and 9 presentations to community organizations between January 1 and November 30, 2015.
- SBESC services to DWP – no progress – **12/10/14 e-mail to Whelan in Garcetti's office**

- C. Transportation Issues
 - Monthly transportation update from Steve Lantz – attached
- D. South Bay Environmental Services Center Activities Report – attached
- E. Work Program Presentations to City Councils – Completed
- F. Special Events
 - Possible Go See trips
 - AQMD Lab Tour - overview of SCAQMD and their successes and challenges and a video. Proceed to a lab tour and then a display of some green cars. Up to 25 people. The lab tour consists of an overview of what the lab does, equipment and a sample test. No Mondays and not the first Friday. 2 hours – in Diamond Bar. – March/April
 - LA Air Force Base Tour - June/July
- G. Board meeting agenda development for January 22, 2015 – attached
Bradford, Hall, Lowenthal to be there. (Waiting for Muratsuchi, Waxman. Lieu at GA) – PEN SETS.
 - Gazeley to chair the meeting

VI. ACTION ITEMS

- J. **Economic Development Collaboration with the SBWIB and SBACC - 12:40 pm**
SBWIB is hosting an all day workshop on January 28 for designated city staff and chamber representatives on business retention strategies. A script will be developed for reps to visit businesses on a regular basis to determine how the individual cities and partnering agencies can help them. Some elected officials have shown an interest in attending the workshop. It will take place in the SBWIB conference room. 9 am to 5 pm – Cagle attended to explain further. Business retention workforce boot camp – partnering with Business You. Strategies to identify businesses that are in trouble. Regional approach to business retention. Torrance visits businesses already. To be ongoing. Economic Director invited from each city and Chamber Presidents of each city and city managers. Goodhart - Invite PVP Chamber and San Pedro Chamber. Let them know if we have any specific outcomes. – Requested flyer and made reservation for Marilyn and me 12/10/14
- J.1 **Election for Metro Board representative**
 - The Southwest Sector representative election will be held through the City Selection Committee with the sector voting on December 11 and the full City Selection Committee voting on January 8, 2015.
 - At the Chair's request, this item has been added to the agenda for discussion.
 - 3 memos are attached
 - The Board composition section of the enabling legislation creating LA Metro
 - A handout that was distributed at the League of California Cities, Los Angeles re: a proposal to change the Board composition
 - The handout that was distributed at the November Board meeting summarizing Pam O'Connor's activities in support of the South Bay.
 - **ACTION: Discussion – our experience with Metro re: how our rep can support us.**
 - **Steve – must get away from the Call for Projects and instead, subvent the funds to the subregions; active transportation must include slow lanes and electrification concepts for eligibility for funds – with Measure R funds. Possible small cities caucus.**

- January 10 – LCC Executive Committee meeting to discuss representation issue
- Pam – this should be done under League’s umbrella.
- Jim Butts – staff is political and they tailor their recommendations for what the board wants. Didn’t take into consideration the opening of the Forum and Hollywood Park Tomorrow. Butts asked for another traffic study for 2 years – sued through PUC who ruled for Metro cause cost too high. Person we elect has to be willing to stand up in public to speak for these issues. Intersection not grade separated is a disaster on its way for Inglewood. Price started at \$22 million and now is \$100 million – all unaffordable. Ridley-Thomas did work out some compromises.
- Osborne – noise mitigation issues. Lip service from supervisors. Delay has been their saving grace. Want what Gold Line people got and if it could be spelled out now that would be what he wants.

Left meeting - Franklin, Butts

Per Medina - Gardena hosting MS-4 workshop. Wed. 10 am @ Gardena City Hall. Send out flyer to the Board members.

H. General Assembly Update - 12:15 pm

- Sponsorship status - \$32,000 as of 12/2/14 (\$28,500 in cash, rest in kind)
- Send Knight the sponsorship letter – make sure it includes “What’s In It For You” – asked Rodriguez and Fuentes to send to Knight and also review letter for what’s in it for you – 12/10/14
- Logistics update – gift, food, publicity – ear phones or screen cleaner. Same menu as last year – taco bar. Postcard with Facebook page
- Program Memo attached
- Valentine – how much is too much density? How to balance the need for economic development and growth and residents wanting the way it is.
- Knight – land use – expert on city planning
- Possible program sub-committee

I. Strategic Plan Follow-up – 12:25 pm

- Roles and Responsibilities of the Steering Committee – memo attached
- Receive regular reports from outside agencies – make it more clear??
- Lesser – don’t want same presentation at the Board as at the Steering Committee, if possible
- Osborne – Evaluate Council staff should be spelled out to be the Executive Director – just COG
- Create a possible By-Laws change sheet – *DONE 12/10/14*
- Add By-Laws link in the new member packet – *ASKED ROSEMARY TO INCLUDE IT – 12/10/14*
- **ACTION:** Bring back policies adopted by the Board

K. GSE Solutions Contract Renewal - 12:50 pm

- Draft contract attached – **PAGE 11 REVISED IN PACKET PER ATTORNEY**
- **ACTION:** Approved the SBCCOG contract extension with GSE Solutions for engineering services for the period from January 1, 2015 to December 31, 2015 – Osborne/Weideman

L. Approval of Invoices – 12:55 pm

- Training reimbursement checks included
- **ACTION:** Approved invoices for payment

M. Reliability Issues – 12:45 pm

- Follow-up from October 23 meeting with SCE has been through individual meetings with cities who have expressed their concerns.
 - **Ask City managers what kind of follow-up there is from this meeting – sent info to Natalie to distribute 12/10/14**
- **ACTION:** Discuss and provide direction

N. Legislative Advocacy – 1:00 pm

- Legislative Briefing and Breakfast – January 8
- New Legislators' Meet and Greet with LCC & SBACC– Friday, January 23 @ 8:30 – ~~maybe at Sunrider – Carson St and Abalone Ave~~ – WITH LOGO – Jim out of town - @ *Torrance Chamber* – notice out 12/10/14
- Prepare agenda and talking points for meeting with CPUC Commissioner Florio
- **MEETING WITH COMMISSIONER FLORIO – AGENDA ITEMS**
 - **OUR PROGRAMS AT THE SBESC**
 - **OUR ISSUES RE: LOCAL GOVERNMENT PARTNERSHIP FUNDING - THE ROLLING PORTFOLIO AND HOW IT WILL WORK**
 - **EECAP FUNDS**
 - **OUR HISTORY OF RELIABILITY ISSUES AND UNMAINTAINED INFRASTRUCTURE**
 - **LACK OF GOOD COMMUNICATION BETWEEN THE UTILITIES AND THE CITIES – SPECIFICALLY SCE**
 - Use October 26 list to hand out to him
 - **MB Tony Olmos coming to 2:15 pm meeting**
 - **Lesser & Goodhart @ both**
 - **AB 66 rulemaking – CPUC will have reliability reports by district and not city by city**
- **Make sure to invite the new PUC Commissioner after Peevey leaves**

O. Homeless Initiative Update – 1:15 pm

- January 28 from 8 pm to midnight is the county's annual homeless count. Cities are encouraged to participate. This will be discussed further at the meeting but an accurate count will be important for any further initiatives to address the homeless in the South Bay.
 - **AS OF TODAY:**
 - **Participating:** Carson, Gardena, Inglewood, Palos Verdes Estates, Redondo Beach
 - **Soft yes?:** City and County of Los Angeles
 - **Maybe:** El Segundo, Torrance (working with Cessna)
 - **Officially No:** Rolling Hills, Rolling Hills Estates
 - **No response:** Hawthorne, Hermosa Beach (participated last time), Lawndale (called Mayor), Lomita (participated last time), Manhattan Beach (participated last time), Rancho Palos Verdes
 - Last year, the South Bay Coalition for the Homeless (SBCH) opted in for cities that would not (Torrance, Palos Verdes Peninsula).
 - **ARE THERE SHEETS FOR HAWTHORNE AND GARDENA FOR 2013 HOMELESS COUNT? SEND TO MEDINA AND VALENTINE – requested 12/10/14**
- **Set up meetings with PATH and groups of city managers, police chiefs and others for one on one questions and answers – sent mtg set-up request and homeless count participation to city managers 12/10/14**

VII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

P. Special Projects Update - 1:20 pm

- **Gas Company tour – very interesting. 6000 FEET BELOW PLAYA DEL REY – OIL DEPLETED AND NATURAL GAS PUMPED BACK INTO SANDSTONE ROCK.**

FORCE GAS IN AND IT'S A RESERVOIR FOR PEAK NEEDS IN SOUTH BAY – EMERGENCY BACK-UP.

- **December 4 workshop re: SB 743 – EXCELLENT ATTENDANCE. ALSO CONTRADICTS VMT TAXING AND REDUCING VMT. CITIES STILL WILL NEED INTERSECTION EXACTIONS.**
- **Briefing to Chinese Delegation on Environmental Programs – December 16**

Q. Sustainability updates – 1:30 pm

- **SCAG issue update – MAJOR NEW INITIATIVE IN PUBLIC HEALTH – MISSION CREEP? A HEALTH IMPACT ASSESSMENT WOULD ADD TO THE COST OF OUR PROJECTS – POSSIBLY MEASURE R.**
- **Google visit re: NEV report**
- **New Strategic Growth Council member Gail Goldberg visit report**
 - **SBCCOG Strategic Growth Council comments on their Affordable Housing and Sustainable Communities Funding Guidelines attached**

ADJOURNED TO NEXT STEERING COMMITTEE MEETING – Tuesday, January 12, 2015 @ 12:00 pm

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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MICHAEL S. BOHLKE AND
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG)

THIS AGREEMENT is made this 22nd day of January, 2015, by and between Michael S. Bohlke (hereinafter referred to as "Consultant") and South Bay Cities Council of Governments (hereinafter referred to as "SBCCOG").

RECITALS

The following recitals are a substantive part of this Agreement:

- A. The South Bay Cities Council of Governments (SBCCOG) has received funding from the Los Angeles County Transportation Authority (LACMTA) to obtain staffing assistance for the Southwest Sector representative on the LACMTA Board.
- B. Consultant is qualified by virtue of experience, training, education and expertise to accomplish these services.

IT IS AGREED AS FOLLOWS:

1. Term of Agreement

This Agreement shall cover services rendered from February 1, 2015 to July 31, 2015 and month to month thereafter unless extended by amendment or earlier terminated as provided herein.

All services shall be performed in accordance with generally accepted professional practices and principles and to SBCCOG's satisfaction.

2. Scope of Work and Deliverables

Consultant will perform the following services as noted in the Exhibit A attached hereto and incorporated herein by reference, and other tasks as are assigned and agreed upon by the parties. Consultant shall support the Southwest Sector MTA Board Director in all LACMTA duties, including addressing transportation issues of the Southwest Corridor sector as referred by the Westside Cities COG and SBCCOG.

Consultant shall take direction primarily from the Southwest Corridor Sector MTA Board Director. Where there is a conflict in direction or priority of assignments as among the Director and/or the SBCCOG or the Westside Cities COG, those parties shall be responsible for reconciling the conflict.

3. Payment

Consultant shall be paid compensation not to exceed \$7,617.00 per month or a total of \$91,404 per year for the remainder of the current contract year of this Agreement which would be July 31, 2015. There shall be no additional compensation for expenses unless pre-approved by the SBCCOG. For subsequent contract years, the consultant shall receive the same compensation except for increases which will be the same percentage as that approved by the Board for LACMTA non-contract employee salary increases. The increase shall be effective the same date that the LACMTA Board approved LACMTA non-contract salary increase becomes effective.

It shall be the responsibility of the Consultant to regularly advise SBCCOG of the progress of the work and expenditures incurred. Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. SBCCOG shall pay uncontested invoices within fifteen (15) days of receipt of funds from LACMTA. Consultant shall submit invoices addressed to the SBCCOG @ jacki@southbaycities.org or 20285 Western Avenue, Suite 100, Torrance, Ca. 90501.

Monthly reports on work performed shall be submitted with the invoice to SBCCOG and Westside Cities COG and the MTA Board representative, as requested.

4. Subcontracting

Consultant shall not subcontract work under this Agreement without the express written consent of the SBCCOG. It is mutually understood and acknowledged that SBCCOG is entering into this Agreement with Consultant in specific reliance on its professional qualifications.

5. Accounting Records

Consultant shall maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at the Consultant's California office during the term of this Agreement and thereafter for three years from the date of final payment.

6. Ownership of Data

Consultant shall treat all confidential materials received from SBCCOG, Westside Cities COG or member cities as such. All confidential materials shall be clearly marked as such.

7. Termination

This contract may be terminated by either party at any time for breach. The SBCCOG may in its sole discretion reduce the scope of services (and corresponding compensation) or terminate unilaterally and without cause upon thirty (30) days written notice to the Consultant. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

8. Non-Solicitation Clause

The Consultant warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the SBCCOG shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

9. Indemnity

Consultant agrees to indemnify the SBCCOG, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the negligent acts or intentional tortious acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, provided for herein. Consultant will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees and court costs incurred in connection herewith. Consultant will promptly pay any judgment rendered against SBCCOG, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event SBCCOG, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligence or intentional tortious acts of Consultant hereunder, Consultant agrees to pay SBCCOG, its officers, agents, or employees, any and all costs and expenses incurred by SBCCOG, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

10. Insurance

A. Without limiting Consultant's obligations arising under Section 9 Indemnity, Consultant shall procure and maintain at his sole cost and expense the following insurance, which shall be maintained throughout the term of this Agreement.

i. Automobile Liability Insurance for the vehicle used in performance of this contract with minimum coverage of \$50,000 for property damage, \$500,000 for injury to one person/single occurrence, and \$500,000 for injury to more than one person/single occurrence.

B. Deductibility Limits for policies referred to in subparagraphs A (i) shall not exceed \$5,000 per occurrence.

C. Primary Insurance. The insurance required in paragraphs A (i) and shall be primary and not excess coverage.

D. Evidence of Insurance. Consultant shall furnish SBCCOG satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California. All required insurance policies are subject to approval of the SBCCOG General Counsel. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

11. Enforcement of Agreement

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

12. Conflicts of Interest

No member of the governing body of the SBCCOG and no other officer, employee, or agent of the SBCCOG who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

13. Independent Contractor

The Consultant is and shall at all times remain as to the SBCCOG a wholly independent contractor. Neither the SBCCOG nor any of its agents shall have control over the conduct of the Consultant or any of the Consultant's employees, except as herein set forth. The Consultant shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the SBCCOG.

14. Other Employment

SBCCOG acknowledges that Consultant may be engaged in consulting work for other clients on issues similar to those on which Consultant is working with SBCCOG, and agrees that as such other activities arise they should be reviewed with SBCCOG to determine that they do not create any conflict of interest with the services provided to SBCCOG hereunder.

15. Taxes

The CONSULTANT agrees to pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and to indemnify and hold the SBCCOG harmless from any and all taxes, assessments, penalties, and interest asserted against the SBCCOG by reason of the independent contractor relationship created by this Agreement. In the event that the SBCCOG is audited by any Federal or State agency regarding the independent contractor status of the CONSULTANT and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the SBCCOG and the CONSULTANT, then the CONSULTANT agrees to reimburse the SBCCOG for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

15. Workers' Compensation Law.

The CONSULTANT shall fully comply with the workers' compensation law regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT further agrees to indemnify and hold the SBCCOG harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The SBCCOG shall have the right to offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the SBCCOG from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the SBCCOG any reimbursement or indemnification arising under this Section. If the CONSULTANT has no employees for the purposes of this Agreement, the

CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit B."

16. Modification

This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by SBCCOG and Consultant.

17. Assignability

Consultant shall not assign or transfer interest in this contract without the prior written consent of the SBCCOG.

18. Entire Agreement of the Parties

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Consultant by SBCCOG and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both SBCCOG and Consultant.

19. Authority to Execute

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

20. Notices

All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed

forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address, as follows:

South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, California 90501
Attention: Jacki Bacharach, Executive Director

CONSULTANT:
MICHAEL S. BOHLKE
9016 Cresta Drive
Los Angeles, CA 90035

21. Preservation of Agreement

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall be severable and enforceable.

22. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

These parties have executed this Agreement on the day and year shown above.

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

CONSULTANT

James F. Goodhart, CHAIR

Michael S. Bohlke

ATTEST:

Marcy Hiratzka, Board Secretary

EXHIBIT A

SCOPE OF WORK

The Deputy will provide staff support for the LACMTA Southwest Corridor Sector Board Member , which shall include but not be limited to, the following:

- Attend relevant MTA and MTA-related meetings, in addition to other transportation-related summits, meetings or forums which impact METRO and the region and inform the policy decision-making of the Board Member;
- Review and analyze MTA-generated reports, memos and other written material to assist the Board Member in making informed decisions on policies and programs and other items considered by the Board;
- Recommend action and strategies for the successful passage of policy items under the consideration by the LACMTA Board;
- Prepare correspondence and reports for and on behalf of the Board Member;
- Provide liaison services on behalf of the Board Member to the Councils of Governments, member cities, city staff, elected officials and other stakeholders to facilitate two-way communication, including preparation of monthly newsletters, and the coordination of advocacy efforts;
- Assist Councils of Governments and member cities on administrative issues within the MTA;
- Assist in developing support for transportation projects, programs and services which benefit the cities and populace of the South Bay and Westside of Los Angeles County and the region as a whole;
- Monitor, attend meetings when necessary and report to Westside and South Bay Cities COG on relevant SCAG, AQMD and other regional agencies' policy deliberations and actions;
- Monitor and report on transportation-related activities at the Ports of Los Angeles and Long Beach regarding good movement issues
- Assist with other projects, events and activities as required.

Exhibit B

**Certificate of Exemption from
Workers' Compensation Insurance**

TO: South Bay Cities Council of Governments

SUBJECT: Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of West Hollywood that I am a

- sole proprietor
- partnership
- closely held corporation

and do not have any employees whose employment requires me to carry workers' compensation insurance. Therefore, I do not carry worker's compensation insurance coverage.

Contractor Signature _____

Printed Name of Contractor _____

Date _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of January __, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Siembab Corporation, a California Corporation ("Consultant").

RECITALS

A. SBCCOG desires to utilize the services of Consultant as an independent contractor to provide specific professional services to SBCCOG necessary to develop and implement programs for various land use and transportation projects that advance SBCCOG policy.

B. Several of the projects will be funded through various grants from outside agencies and each will include a different scope of work.

C. Budget for this master agreement will be defined through specific task orders which reflect the project management tasks of the various scopes of work and attached as Exhibits to this agreement.

D. Consultant represents that it is an independent company in the business of providing the above services and is fully qualified to perform consulting services by virtue of its experience and the training, education and expertise of its principal and due to the specialized nature of these programs, there is justification for a sole source procurement.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Services.

1.1 The overall nature and scope of the services to be performed by Consultant are as described in Exhibit A, attached hereto and incorporated herein by reference but each specific project's scope of work and budget will be approved through a task order

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Consultant assumes full responsibility to manage and produce the program.

1.3 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Consultant upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Consultant as necessary to facilitate performance of the services.

2. Term of Agreement. This Contract shall take effect January 1, 2015 and shall continue until December 31, 2018 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended or amended by

mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. Compensation. SBCCOG shall pay for services based on the estimated budget for each project. All invoices must be submitted on a time and materials basis. The agreed upon hourly rate for Walter Siembab is \$85/hour to be reviewed annually. SBCCOG must be notified in writing prior to any sub-contracted work by Siembab Corporation. Rates for such services must be pre-approved prior to work commencing. Mileage expenses will be reimbursed at the current Federal rate.

4. Terms of Payment. Consultant shall submit monthly invoices for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. SBCCOG shall pay the invoices with sixty (60) days of receipt.

5. Parties' Representatives. Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Consultant shall be coordinated with this person. Walter Siembab shall be in charge of the project for the Consultant on all matters relating to this Agreement and any agreement or approval made by him shall be binding on the Consultant. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:
South Bay Cities Council of Governments
20285 Western Avenue, Suite 100
Torrance, California 90501
Attention: Jacki Bacharach, Executive Director

Consultant:
Siembab Corporation
Attention: Walter Siembab, President
5944 Chariton Avenue
Los Angeles, California 90056

7. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to SBCCOG, a wholly independent contractor in business for itself. Consultant shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Consultant shall certify that it has no employees. In the event that it acquires

employees, Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold SBCCOG harmless from any failure of Consultant to comply with applicable worker's compensation laws.

8. Standard of Performance. Consultant shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. Consultant agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff consultants, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Consultant, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10. Insurance. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and if applicable (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff consultants, and volunteers shall be named as additional insureds on the policy (ies) as to comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Consultant shall submit to SBCCOG if applicable (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum

insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by Consultant in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The consultant will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that Consultant will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Consultant to exclude any employee from performing services on SBCCOG's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by

or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Consultant constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Walter Siembab – ws@siembab.com

23. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"

"SBCCOG"
South Bay Cities Council of Governments

By: _____
James F. Goodhart (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

Contractor

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

Date: _____

Exhibit A – Task Order #1

All compensation will be funded through grants received and in no event shall exceed the total amount designated for the tasks described.

1. BEV Demonstration Plan Development – Siembab Corporation shall serve as the project manager for AQMD Technology Department Task Order dated March 26, 2012 and incorporated herein by reference. Budget allocation for Siembab Corporation is \$38,000 from January 1, 2015 and ending April 30, 2015 to prepare the final report and close out the project.
2. Multi-Family Dwelling Unit Electric Vehicle Charging Station study – Siembab Corporation shall serve as the project manager for the contract to be entered into between the California Energy Commission and the SBCCOG and shall be responsible for all deliverables. Budget allocation for Siembab Corporation is \$43,000 starting at the commencement of the signed contract approximately March, 2015 and ending June 30, 2016.
3. Climate Action Plans – Siembab Corporation shall prepare the land use and transportation chapters of the South Bay COG’s Climate Action Plan for the subregion, advise on the city plans, and contribute to the Implementation Framework. The funding for this will be from the contract to be entered into between the Strategic Growth Council and Metro. Budget allocation for Siembab Corporation is \$175,000 from January 2, 2015 to December 31, 2018.

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**AGREEMENT BETWEEN THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY
AND
THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

This agreement (“Agreement”) is made by and between The South Bay Cities Council of Governments (“SBCCOG”) and the Los Angeles County Metropolitan Transportation Authority (“Metro”), collectively referred to herein as “Parties” and individually as a “Party.”

RECITALS

- A) Metro is a public entity, existing pursuant to Public Utilities Code Section 130050.2, et seq.
- B) SBCCOG is a joint powers authority organized and existing pursuant to the laws of the State of California.
- C) On December 6, 2013 the California Department of Conservation, Division of Land Resource Protection, the administrative agent for the Strategic Growth Council (the “SGC”) released a Request For Proposals (“RFP”) for Round 3 of the Sustainable Communities Planning Grant and Incentive Program (“Grant Program”) to support development, adoption, and implementation of sustainable planning elements throughout the State of California.
- D) On January 23, 2014 Metro’s Board of Directors instructed staff to act as the lead agency for the Grant Program RFP in partnership with the SBCCOG, and appointed the Chief Executive Officer or designee to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, and payment requests; and to provide \$100,000 as the local match.
- E) On February 27, 2014 the SBCCOG submitted a joint proposal in response to the RFP in order to develop the “Sustainable South Bay Transportation and Land Use Implementation Framework” (the “Project”), whereas Metro was the lead agency and grant applicant.
- F) On June 3, 2014 the SGC approved the Project with a Budget of \$885,048 in Grant Program funds.

- G) On December 19, 2014 Metro and the SGC entered into a grant agreement for the Sustainable Communities Planning Grant, No. 3012-568 (the “Grant Agreement”).
- H) Metro and SBCCOG desire to enter into an Agreement governing the terms and conditions as to Metro’s and SBCCOG’s participation in the Project.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, Metro and SBCCOG hereby agree as follows:

AGREEMENT

1. Responsibilities.

A. The Parties agree to complete Project as described in the “Scope of Work,” included herein as Attachment A. The Scope of Work includes a description of the Project, including without limitation, Project tasks, and deliverables.

B. SBCCOG will ensure that the tasks identified in the Scope of Work are completed.

C. The Parties agree to complete the Scope of Work in accordance with the Budget and Work Plan contained within the Grant Agreement. A copy of the Grant Agreement is included as Attachment B.

D. Metro and SBCCOG will complete all reports as required by the Grant Agreement.

E. Metro and SBCCOG agree to comply with all the terms of this Agreement, the Scope of Work, the Grant Agreement and all appropriate federal, state, and local laws, rules, and regulations.

2. Payment.

A. Subject to the terms and conditions contained herein, Metro will be the Grant manager for the Grant. Metro shall make funds available to SBCCOG in an amount not to exceed \$985,048 for eligible project costs as detailed in the Grant Agreement and summarized as follows:

Task 1: Grant Administration - \$61,462

Task 2: Project Startup - \$50,469

- Task 3: Subregional and City-Specific Climate Action Plan Strategy Chapters - \$579,484
- Task 4: Mobility Matrix Analysis and Integration - \$175,719
- Task 5: Implementation and Outreach - \$49,267
- Task 6: Final Framework - \$33,510
- Task 7: Best Practices Communications Plan - \$35,137

B. Payments to SBCCOG will be processed by Metro within a reasonable time period, but in no event more than sixty (60) calendar days after the receipt of a Request for Reimbursement.

C. SBCCOG shall be subject to, and shall comply with, all requirements of the Grant Agreement and other applicable requirements of the SGC and of Metro as required by Metro to fulfill its responsibilities as the grantee under the Grant Program.

3. Invoice.

A. SBCCOG will prepare and submit to Metro a certified and original request for reimbursement for allowable Project costs incurred and paid for by SBCCOG consistent with the Project's Scope of Work. Advance payments by Metro are not allowed. The Request for Reimbursement submitted by SBCCOG shall be signed by an authorized agent who can duly certify the accuracy of the included information.

B. SBCCOG will prepare and submit invoices on a monthly basis. Each Request for Reimbursement will report the total of eligible expenditures consistent with the Scope of Work. The Request for Reimbursement will be accompanied by a status update in terms of the progress completed or not completed in relation to the Scope of Work tasks and a detailed invoice describing all invoiced work completed.

C. Eligible costs are described in the Grant Agreement.

D. The Request for Reimbursement must be submitted on SBCCOG letterhead.

E. SBCCOG should consult with Metro Project manager for questions regarding non reimbursable expenses.

F. SBCCOG shall provide written notification to Metro's Project manager regarding any changes to the Project management team.

G. If any amounts paid to SBCCOG are disallowed or not reimbursed by the SGC for any reason, SBCCOG shall remit to Metro the disallowed or non-reimbursed amount(s) within 30 days from receipt of Metro's notice. All payments made by Metro hereunder are subject to audit provisions contained herein and within the Grant Agreement guidelines.

H. SBCCOG shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of Metro. SBCCOG acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state and local laws and regulations and Metro requirements, including any amendments hereto.

I. Metro will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to SBCCOG. SBCCOG must complete the ACH form and submit such form to Metro before grant payments can be made. SBCCOG must provide detailed supporting documentation with each request for reimbursement.

J. All requests for reimbursement shall be transmitted to Metro's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# MOU. 920000000GSBCG001

2) Standard Mail

Los Angeles County Metropolitan Transportation Authority
P.O Box 51226
Attention: Accounts Payable
Los Angeles, CA 90012-0296
Ref# MOU. 920000000GSBCG001

A copy of all Request of Reimbursement submittals shall also be forwarded to Metro's Project manager, either by email (maddoxn@metro.net) or by standard mail to the following address:

Los Angeles County Metropolitan Transportation Authority
Attention: Nathan Maddox
Regional Grants Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4. Term.

The term of this Agreement shall commence on December 19, 2014 and terminate on December 31, 2019.

5. Indemnification.

A. SBCCOG shall indemnify, defend, and hold harmless Metro and its directors, officers, and employees, from and against any and all claims, demands, liabilities, and reasonable attorneys' fees arising from SBCCOG's performance of this Agreement but only in proportion to and to the extent such claims, demands, liabilities or attorneys' fees are caused by or result from the negligent or intentional acts or omissions of SBCCOG, its officers, agents, or employees.

B. Metro shall indemnify, defend, and hold harmless SBCCOG and its directors, officers, and employees, from and against any and all claims, demands, liabilities, and reasonable attorneys' fees arising from Metro's performance of this Agreement but only in proportion to and to the extent such claims, demands, liabilities or attorneys' fees are caused by or result from the negligent or intentional acts or omissions of Metro, its officers, agents, or employees.

C. Neither Party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this agreements.

6. Insurance.

A. Metro shall maintain a funded program of self-insurance during the term of this Agreement covering general liability and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence.

B. SBCCOG shall maintain insurance, or a funded program of self-insurance, in an amount of coverage equal to or in excess of the aforementioned.

7. Cancellation.

A. Either Party may terminate this Agreement, in whole or part, at any time by written notice to the other Party thirty (30) days in advance of the termination date. SBCCOG shall be paid its costs, including agreements closeout costs on work performed up to the time of termination. SBCCOG shall promptly submit its termination claim to Metro to be paid to SBCCOG. If SBCCOG has any property in its possession belonging to Metro, SBCCOG will account for the same, and dispose of it in the manner Metro directs.

8. Audit Provisions.

A. Metro, in order to fulfill its responsibility, shall have the right to conduct audits of the Project at its own expense, as needed, such as financial and compliance audits and performance audits. SBCCOG shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. SBCCOG shall reimburse Metro for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement, or other applicable requirements of Metro. Metro shall use the Federal Acquisition Regulations (FAR) standards in determining the reasonableness of costs incurred. Metro shall have the right to conduct a final Metro audit using an outside auditing firm. The findings of that Metro audit will be final.

B. SBCCOG shall retain all original records and documents related to the Project for a period of three years after final payment.

9. Default.

A. If SBCCOG fails to comply with any of its material obligations contained herein it shall constitute an Event of Default by SBCCOG.

B. Metro will send written notice to SBCCOG at the address set forth in Section 12.C. on the occurrence of an Event of Default. The written notice shall describe the breach or default and SBCCOG shall have forty-five (45) days from the date of such notice to cure the default, or if the default is not reasonably capable of being cured within forty-five (45) days, SBCCOG shall commence curing the default within such forty-five (45) days and diligently pursue curing the default to completion.

10. Remedies.

A. If an Event of Default by SBCCOG occurs, and all applicable cure periods have expired, Metro shall have the following remedies: (i) Metro may terminate this Agreement; (ii) Metro may make no further payments to SBCCOG for any work yet to commence. In addition to the remedies, Metro shall also have all available remedies at law or in equity against SBCCOG for any breach or default.

B. Effective upon written receipt of written notice of termination from Metro, SBCCOG shall not undertake any new work or obligation with respect to this Agreement unless so directed by Metro in writing.

11. Disputes.

A. Unless otherwise directed by Metro, SBCCOG shall continue performance under this Agreement while matters in dispute are being resolved.

12. Copyrights.

A. SBCCOG reserves the right to protect by copyright original works developed under this agreement. All such copyrighted works will be in the name of SBCCOG or if jointly developed with Metro then jointly copyrighted. SBCCOG hereby grants Metro an irrevocable, non-exclusive, worldwide, and royalty-free right to use, reproduce, prepare derivative works, distribute copies, and perform and display publicly any copyrighted material developed and/or delivered under this agreement for transit related purposes and to authorize others to do so.

13. Other Terms and Conditions.

A. This Agreement, including any documents herein attached and incorporated into this Agreement, constitutes the entire understanding between Metro and SBCCOG, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing.

B. Notice under this Agreement shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid, return receipt requested, to Metro at:

Los Angeles County Metropolitan Transportation Authority
Attention: Nathan Maddox
Transportation Planner
Regional Grants Management
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

and to SBCCOG at:

South Bay Cities Council of Governments
Attention: Jacki Bacharach, Executive Director
20285 Western Avenue, Suite 100
Torrance, California, 90501

Notice shall be deemed given on the date personal service is obtained or three (3) days after the date of deposit in the mail, whichever applies.

C. All attachments to this Agreement are incorporated herein and by reference made a part of thereof.

D. The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

E. This Agreement may be signed by the parties hereto in counterparts with the same effect as is the signatories to each counterpart signed a single instrument. All counterparts (when taken together) will constitute an original of this agreement.

By signature below, the parties have agreed to and accepted the terms and conditions of this Agreement:

METRO:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:
MARK J. SALADINO
County Counsel

By: _____ Date: _____
Deputy

GRANTEE:

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____ Date: _____
James F. Goodhart
Chair

APPROVED AS TO FORM (Optional):

By: _____ Date: _____

Attachment A SCOPE OF WORK

The South Bay Cities Council of Governments, in partnership with San Diego State University, and the Los Angeles Regional Collaborative for Climate Action and Sustainability, a program of UCLA, will develop a policy framework of land use and transportation initiatives that build off of the existing Sustainable South Bay Strategy and are now ready for implementation by cities. The framework will consist of Climate Action Plan transportation and land use chapters that identify Green House Gas (“GHG”) reduction strategies at the sub-regional and local levels, a Sub-Regional Implementation Toolkit to provide technical assistance for local level adoption of GHG reduction strategies, and a Mobility Matrix for the South Bay sub-region of Los Angeles County, which includes evaluation and screening criteria for identifying priority projects.

Schedule of Project Tasks and Deliverables

Tasks and Activities	Deliverables	Timetable
TASK 1. Ongoing Contract Management/ Administration	None	Ongoing
TASK 2. Project Startup	Copies of RFP and executed contracts, or sole source justification	Months 1-6
TASK 3. Subregional and City-Specific Climate Action Plan (CAP) Strategy Chapters	Draft Transportation, Land Use, Energy Generation and Storage, Waste and Urban Greening CAP chapters for the sub-region and 15 cities, which will outline GHG reduction implementation strategies	Months 1-30
TASK 4. Mobility Matrix Analysis and Integration	Mobility Matrix candidate list of South Bay projects	Month 24
TASK 5. Implementation and Outreach	Conduct workshops with city staff to present strategies and best practices	Months 1-34
TASK 6. Final Framework Report	Complete Sustainable South Bay Transportation and Land Use Implementation Framework, design and print final report	Months 18-33
TASK 7. Best Practices Communications Plan	Host regional forum on policy development and project selection best practices	Months 28-34

Energy Upgrade California® Community Outreach Ambassador Program TIER I Agency

Tier I Scope of Work

Agency Name: South Bay Cities Council of Governments

Outreach at Community Events

Objective I: Increase awareness and explain functional tools and how to use for Energy Upgrade CA and energy-saving solutions by sharing information and distributing campaign collateral items at a minimum of six large scale community events that attract diverse, underserved and hard-to-reach populations.

Please describe tools and techniques your agency will use to attract visitors to the exhibit and how you will track the numbers of consumers reached.

Methods for attracting visitors to the exhibit:

- Email notifications and flyers will be sent out via Constant Contact to our over 12,000 database to inform about events where the SBCCOG/SBESC will have an exhibit
- Upcoming events is a section of our monthly e-newsletter and events are published on our Facebook page and website calendar
- Earned media through press releases and online news media (i.e. Patch); city network: post events in city publications, flyers available at city counters; email notifications to chambers requesting distribution; utilize volunteer network; and city cable television

Methods for attracting visitors to the exhibit (once at event):

- Have a prize/game wheel at the exhibit; visitors must answer energy questions to be eligible for a prize
- Invite EUC participating contractors to discuss the program and/or answer specific questions visitors may have about their home and the best course of action
- Distribute and discuss EUC collateral
- Distribute and discuss other energy saving information

Methods for tracking number of consumers reached at the event:

- Track number of collateral materials distributed
- Track number of discussions with visitors to the exhibit and length of discussions when appropriate
- Request visitors to sign-in on the sign in sheet and provide the following:

- Name
- Email address
- Telephone number
- City/Zip
- Twitter username
- Estimate number of visitors who stop by exhibit but do not engage in conversation
- Estimate number of overall visitors to the event
- Hashtags for events tracked via Twitter
- Post event photos via Twitter and Facebook

Please provide information about the six community events your agency will be attending:

Name of Event and Event Sponsor	History & Purpose of the Event	Date and Location	Anticipated Attendance
32 nd Annual Martin Luther King Parade and Festival, City of Inglewood	Annual event to celebrate the life of Dr. Martin Luther King, Jr. The Festival provides an opportunity for visitors to engage with community organizations.	Monday, January 19, 2015, Fabulous Forum, Inglewood	1,000+
Whale of a Day Celebration, City of Rancho Palos Verdes and Los Serenos de Pointe Vicente	Annual event with entertainment and fun activities for families. A chance to see the migration of whales and learn about programs offered throughout the community.	Saturday, April 4, 2015, Point Vicente Interpretive Center, Rancho Palos Verdes	1,000+
Palos Verdes Street Fair and Music Festival, Palos Verdes Peninsula Chamber of Commerce	Annual 2-day event that features a music festival, community organizations, vendors, and a “green street” for environmentally-minded organizations.	Saturday-Sunday, June 6-7, 2015, The Peninsula Center and Promenade on the Peninsula, Rolling Hills Estates	10,000+
13 th Annual Gardena Jazz Festival, City of Gardena	Annual event that attracts over 7,000 people to hear music, visit vendors selling their wares, and learning about ways to become more environmentally savvy.	Sunday, August 23, 2015, Rowley Park, Gardena	7,000+
City of Carson’s Annual Jazz Festival	Annual jazz music festival that also includes a Health and Wellness Expo. We will be promoting ways to make the home healthier which leads to improved overall health.	Saturday, September 26, 2015	1,000+

West Basin's 17 th Annual Water Harvest Festival, West Basin Municipal Water District	Annual event that promotes water conservation, energy/water nexus. There are plenty of activities for families to enjoy, along with educational exhibits.	Saturday, October 24, 2015, Edward C. Little Water Recycling Facility, El Segundo	1,500+
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Community Presentations

Objective II: Increase awareness and explain functional tools and how to use for Energy Upgrade CA and energy-saving solutions by conducting interactive presentations (minimum of six community groups). Interactive presentations will include tips for energy management, distribution of campaign collaterals, and requests for audience members to extend messages to their respective constituencies. Targeted audiences may include:

- **Faith groups**
- **Small business groups**
- **Service organizations (Soroptimists, Kiwanis, etc.)**
- **Community agencies**
- **Environmental groups**
- **Organizations representing diverse, underserved and hard-to-reach populations**

Describe how your agency will make educational presentations interactive and interesting.

The SBCCOG staff will utilize various interactive games and displays, such as light bulb demonstrations (always a big hit) and energy efficient table-top model home. There will also be an opportunity drawing for energy efficiency devices (i.e. smart power strips, LED bulbs, electricity usage monitors). Powerpoint presentations will be tailored to the audience and will include tips for energy management, along with updated information from the EUC website.

Describe how your agency will track numbers reached by presentations.

Attendees will be asked to sign in and include the following information:

- Name
- Telephone number
- City/zip
- Email address
- Twitter username

Attendees will also be asked to complete an evaluation form that will include:

- Name
- Street address
- City/zip
- Telephone number
- Email address
- Survey that includes
 - “To what extent do you think this workshop information will increase the likelihood that you will undertake energy and water efficient projects at your home? (On a scale of 4 to 1; 4=Very Likely, 1=Very Unlikely; please circle your response)”
 - “How do you plan to use this information?”

A head count of those in attendance will also be completed.

Describe methods for tracking of additional numbers reached by targeted agencies that agree to extend messages to their respective constituencies.

SBCCOG will request the targeted agencies to share and promote the Energy Upgrade California information, using their methods of distribution. We will request each agency to report to us what method used and the response to the messaging.

Please list community group meetings where your organization will be presenting:

Name of Group	Anticipated Outcomes	Dates of Presentations (if available)	Anticipated Attendance
Gardena Neighborhood Watch Meeting	Attendees will gain an increased understanding of energy efficiency and energy management, with an introduction (or reminder) of the Energy Upgrade California program. Attendees will be encouraged to share information and collateral with neighbors, friends, and family.	3/10/15	30-35
Osher Lifelong Learning	Attendees will gain an increased	4/15/15	40

Institute, Cal State Univ Dominguez Hills	understanding of energy efficiency and energy management, with an introduction (or reminder) of the Energy Upgrade California program. Attendees will be encouraged to share information and collateral with friends and family.		
South Bay Adult School (SBCCOG has an ongoing relationship with the South Bay Adult School and offers a workshop 2-3 times per year)	Attendees will gain an increased understanding of energy efficiency and energy management, with an introduction (or reminder) of the Energy Upgrade California program. Attendees will be encouraged to share information and collateral with friends and family.	April 2015 (TBD)	25-30
South Bay Association of Chambers of Commerce	Members will be encouraged to share information and collateral through their networks and be encouraged to include Energy Upgrade California information on their websites.	Spring 2015 (TBD)	
Del Amo Homeowners Association, Carson	Attendees will gain an increased understanding of energy efficiency and energy management, with an introduction (or reminder) of the Energy Upgrade California program. Attendees will be encouraged to share information and collateral with neighbors, friends, and family.	Spring 2015 (TBD)	30-40
Commission Meetings	City Commissioners will gain an increased understanding of energy efficiency and energy management, with an introduction (or reminder) of the Energy Upgrade California program. Commissioners are often our future elected officials and it is anticipated that the information they gain help them make informed decisions throughout their careers regarding energy efficiency.	Spring/Summer 2015 (TBD)	25-30

Social Media

Objective III: Increase awareness and explain functional tools and how to use for Energy Upgrade California through your website, newsletters and the use of social media platforms.

Describe how your agency will track numbers reached through social media platforms.

The SBCCOG formed a social media working group that includes SBCCOG member cities, as well as agencies and partners (SCE, SCG, West Basin, etc) representatives. This group leverages each agencies' programs and contacts to extend our outreach message across various social media platforms.

SBCCOG/SBESC will use all of its social media platforms (both Google Analytics and Hootsuite) to track numbers reached and then will aggregate the data captured to create a final reach statistic. The following results are expected from each of the described channels:

- SBCCOG Newsletter - quarterly newsletter circulated to legislators, elected officials, city staff, and the public.
- SBESC E-Newsletter – 12,570 people currently subscribed to the newsletter and growing every week.
- SBESC Website – Over 9,500 visits to our website this year, with more than 5,200 users and 35,000 page views.
- Twitter – @SBESC currently has 290 followers.
- Facebook – SBESC's page has 348 likes.
- LinkedIn – SBESC's page has 53 followers.

Tier II Partner Agency Scope of Work

Agency Name: Environmental Charter Schools (ECS)

Outreach at Community Events

Objective I: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by sharing information and distribution of campaign collateral items at a minimum of three community events that attract diverse, underserved and hard-to-reach populations.

Please describe tools and techniques your agency will use to attract visitors to the exhibit and how you will track the numbers of consumers reached.

ECS plans to invite all students and their families, as well as staff and board members, to the events through flyers, verbal announcements at school, social media, and emails when applicable with the target populations. This comprehensive approach will help to add to the overall number of diverse event attendees, with a focus on underserved and hard-to-reach populations that we serve at our schools, and help boost numbers at the exhibit. Once at the event, a drawing will be announced to be held at the end in order to motivate people to stay and to reward visitors with prizes like eco-friendly cleaning supplies and reusable water canteens. We will use the drawing to capture data and track the numbers of consumers reached. ECS also plans to offer fun, attractive activities for all ages including face painting.

Methods for tracking numbers reached at the event:

ECS employs a variety of techniques to collect, capture, store, and assess event visitor data including tracking the numbers reached at events. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos of people at the booth, with their face painted, etc., and Facebook and instagram for info and photo sharing as well. By employing the drawing technique, we expect a significant percentage of visitors to be interested in the opportunity to win free gifts and to therefore submit their business card or fill out a short form that can also be dropped in the fish bowl (for visitors who don't carry business cards on them). This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Please provide information about the three events agency will be attending.

Name of Event and Event Sponsor	Date and Location	Anticipated Attendance
Harbor Gateway Neighborhood Council, Biennial Health Fair (7th Annual)	April 2015 at 118th Street School. Based on past years, approximately 20 health-related or community related agencies and organizations are expected to attend with tables disseminating information to visitors. Additionally one or more mobile health vans are expected to provide screenings for	350-500
Dia De Los Muertos Community Fair	November 5th, 2015 at Environmental Charter High School. The fair includes	500

	<p>an evening of food, presentations, art, music, dance, and performances by students who have been studying Día de los Muertos traditions in their classes. The event also rewards environmental consciousness whereby guests who bring their own reusable plate, cup and utensils earn a 67% discount off the cost of admittance. And everyone who brings a dish to share will receive one free admission as well.</p>	
Roadium Open Air Market (Swap Meet)	<p>Spring TBD, Gardena. The Roadium is a 15 acre open air market, open 365 days/year, providing shoppers in the Los Angeles area an opportunity to buy high-quality new and used merchandise at dramatically reduced prices. ECS has participated with a table at the Roadium in the past to introduce our organization and the work we do to the Gardena, Lawndale, and Hawthorne communities who attend the event.</p>	Attendance in the thousands

Objective II: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by conducting presentations with a minimum of three (3) community agencies and business groups that represent diverse, underserved and hard-to-reach populations.

Describe how agency will create educational presentations to be interactive and interesting.

The ECS focus on student-led presentations is very attractive due to the fact that youth presentations inspire adults to make a difference, parents come to see their children present and learn, and ECS has documented a track record of students helping to change adult behaviors over time.

Describe how agency will track numbers reached by presentations.

ECS employs a variety of techniques to collect, capture, store, and assess data including tracking the numbers reached at presentations. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos,

etc. and Facebook and Instagram for info and photo sharing as well. This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Describe methods for tracking of additional numbers reached by targeted agencies that agree to extend messages to their respective constituencies.

Similar to ECS's previously mentioned tracking methodology, the organization will use methods employed by these agencies, social media, and other shared trackable information to aggregate with all other captured data.

Please list community groups where agency will be presenting:

Name of Group	Anticipated Outcomes	Dates of Presentations (if available)	Anticipated Attendance
AAA Flag & Banner	AAA Flag & Banner employs over 100 factory workers who are low income. Through the ECS presentation to their 100 employees, ECS expects to increase not only the awareness of these 100 people, but their family members and others in the AAA community, effectively reaching a low income population of 500 additional people.	Spring 2015, weekday lunch	120
Environmental Charter High School	Community Forum presentation will reach parents and community members. Track record of having many visitors to campus and expect to reach a minimum of 500 direct ECS community members which will create a ripple effect through their family members and neighbors, thereby reaching an underserved and hard-to-reach population of 2500 additional people in total.	Feb 6, 2015	500
Joint Rotary Club meeting of Hawthorne, Lawndale, & Gardena Carson	30 minute presentation on energy efficiency and Energy Upgrade CA to a joint Rotary Club meeting of four clubs will result in directly	Spring 2015 TBD	150

	<p>reaching 150 members who will bring this information back to their families and employing with a multiplying effect that is expected to reach a total of 750-1000 additional people. In all three presentations, we plan to survey the group to assess the true ripple effect of their new awareness and knowledge, as well as the likelihood that they will put energy-saving solutions in place in their homes and businesses. We will also ask for demographic information to assess the reach to a diverse, underserved, and hard-to-reach population.</p>		
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Social Media

Objective III: To increase awareness about Energy Upgrade California through the website, newsletters and use of social media platforms.

Describe how your agency will track numbers reached through social media platforms:

ECS will use all of its social media platforms to track numbers reached and then will aggregate the data captured to create a final reach statistic. The following results are expected from each of the described channels:

- ECS Newsletter -- 3,100 peoples currently subscribed to the newsletter and growing every week.
- ECS Website -- 25,383 visits to our website to date currently with 17,000 unique users and 58,648 page views.
- Time Warner Cable, Lawndale Cable Channel & Hawthorne Cable Channel -- Students will create a PSA that each of these channels will post to their networks. Time Warner Cable is an ECS sponsor and in 2012 students produced a green show teaching homeowners to green their home that aired on Lawndale Cable. Reach TBD post air dates from each media outlet.
- Twitter – EnviroCharter currently has 1,372 followers.
- Instagram – EnviroSchools & ECSGreenAmbassadors currently have 365 followers.
- Facebook -- ECS has 3,848 current likes and 1,031 visits.



2015 Energy Upgrade California® Community Outreach Ambassador Program Memorandum of Understanding

Between South Bay Cities Council of Governments (Agency) and Runyon Saltzman Einhorn, Inc. (RSE) for the period January 1, 2015 through December 31, 2015.

The intent of this Memorandum of Understanding (MOU) is to define roles and responsibilities of Agency and RSE, community outreach contractor for the Energy Upgrade California (EUC) Community Ambassador Outreach Program.

The MOU between Agency and RSE confirms intentions to work together toward the mutual goal of educating the public about energy management topics. To this end, Agency agrees to the following services:

Agency will:

1. Complete outreach activities as outlined in 2014-15 EUC Community Ambassador Outreach Scope of Work and maintain fiscal records and documentation to support 2014-2015 Budget Proposal.
2. Submit a signed MOU and Payment #1 Letter to RSE by January 16, 2015.
3. Send a designated staff person to the one-day training session on January 21, 2015 at RSE offices in Sacramento. Provide progress reports and respective Payment Request Letters to RSE on dates specified below.
4. Provide two weeks' notice to RSE of changes in Scope of Work, budget allocations and/or staff changes.
5. Submit year-end activity and budget reports along with supporting documentation to RSE by December 4, 2015.
6. Return any remaining funds to RSE that are not approved or accounted for in the year-end budget report by December 31, 2015.

RSE will:

1. Authorize payment to Agency up to \$64,250 to support Agency's community outreach strategies as outlined and supported in Agency's Scope of Work and Budget Proposal.
2. Forward first payment of \$20,000 upon receipt of signed MOU and Payment Request #1 Letter due January 16, 2015.
3. Forward second payment of \$20,000 upon approval of first Quarterly Report due April 3, 2015 and receipt of Payment Request #2 Letter.
4. Forward third payment of \$20,000 upon receipt and approval of second Quarterly Report due July 17, 2015, and receipt of Payment Request #3 Letter.
5. Forward fourth and final payment of \$4,250 upon approval of final, Year-End Report and Budget Report due December 4, 2015 and receipt of Payment Request #4 Letter.
6. Provide a one-day training session on January 20, 2015 at our Sacramento office.
7. Coordinate shipment of campaign collateral and premium items to Agency.
8. Provide ongoing technical assistance to support Agency's local outreach activities.
9. Process Agency's reports and budget documents.

The undersigned agree to the conditions of this Memorandum of Understanding:

Christopher Holben, President
Runyon Saltzman & Einhorn, Inc.

James F. Goodhart, Chair
South Bay Cities Council of Governments

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of January 31, 2015 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Environmental Charter Schools ("Contractor").

RECITALS

A. SBCCOG desires to utilize the services of Contractor as an independent contractor to provide specified professional services to SBCCOG as set forth in Exhibit A, to assist the SBCCOG's member agencies with the Energy Upgrade California (EUC) Community Outreach Ambassador Program.

B. The goal of this program is provide marketing and outreach at three (3) community events and to provide 3 presentations on EUC as outlined in the scope of work.

C. Contractor represents that it is fully qualified to perform consulting services by virtue of its experience and the training, education, and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. **Services.**

1.1 The nature and scope of the specific services to be performed by Contractor are as described in Exhibit A, attached hereto and incorporated herein by reference.

1.2 SBCCOG agrees to conduct its best effort to assist with the success of the program and understands that the Contractor assumes full responsibility to manage and produce the program.

1.3 SBCCOG and participating agencies shall provide all relevant documentation in their possession to the Contractor upon request in order to minimize duplication of efforts. The SBCCOG staff shall work with the Contractor as necessary to facilitate performance of the services.

2. **Term of Agreement.** This Contract shall take effect February 1, 2015 and shall continue until November 15, 2015 unless earlier terminated pursuant to the provisions of paragraph 13 herein. The term of this Agreement may be extended by mutual agreement of the parties as may be necessary or desirable to carry out its purposes.

3. **Compensation.** SBCCOG shall pay for services based on the budget, not to exceed \$10,000.

4. **Terms of Payment.** Contractor shall submit invoices per Budget and Reporting Schedule (Exhibit B) for services rendered and for reimbursable expenses incurred. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. SBCCOG shall pay the invoices within sixty (60) days of receipt.

5. **Parties' Representatives.** Jacki Bacharach shall serve as the SBCCOG's representative for the administration of the project. All activities performed by the Contractor shall be coordinated with this person. Alison Suffet-Diaz shall be in charge of the project for the Contractor on all matters relating to this Agreement and any agreement or approval made by her shall be binding on the Contractor. This person shall not be replaced without the written consent of the SBCCOG.

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
20285 S. Western Ave., Suite 100
Torrance, CA 90501
Attention: Jacki Bacharach, Executive Director

Contractor:

Environmental Charter Schools
16315 Grevillea Ave.
Lawndale, CA 90260
Attention: Alison Suffet-Diaz, Executive Director

7. Status as Independent Contractor.

A. Contractor is, and shall at all times remain as to SBCCOG, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of SBCCOG or any participating agency or otherwise act on behalf of SBCCOG or any participating agency as an agent except as specifically provided in the Scope of Services. Neither SBCCOG nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of SBCCOG.

B. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor further agrees to indemnify and hold SBCCOG harmless from any failure of Contractor to comply with applicable worker's compensation laws.

8. Standard of Performance. Contractor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions.

9. Indemnification. Contractor agrees to indemnify the SBCCOG and participating public agencies, their respective officers, staff contractors, agents, volunteers, employees, and attorneys against, and will hold and save them and each of them harmless from, and all actions, claims, damages to persons or property, penalties, obligations, or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the acts, errors or omissions of Contractor, its agents, employees, subcontractors, or invitees, including each person or entity responsible for the provision of services hereunder, except for liability resulting from the sole negligence or wrongful acts of the SBCCOG or a participating agency.

10. Insurance. Contractor shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California and approved by the SBCCOG (1) a policy or policies of broad-form comprehensive general liability insurance with minimum limits of \$1,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) property damage insurance with a minimum limit of \$1,000,000.00; (3) automotive liability insurance, with minimum combined single limits coverage of \$500,000.00; and (4) worker's compensation insurance with a minimum limit of \$500,000.00 or the amount required by law, whichever is greater. SBCCOG and participating public agencies, their respective officers, employees, attorneys, staff contractors, and volunteers shall be named as additional insureds on the policy (ies) as to

comprehensive general liability, property damage, and automotive liability. The policy (ies) as to comprehensive general liability, property damage, and automobile liability shall provide that they are primary, and that any insurance maintained by the SBCCOG shall be excess insurance only.

A. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving SBCCOG thirty (30) day's prior written notice thereof. Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage.

B. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement; shall be issued by an insurance company which is admitted to do business in the State of California or which is approved in writing by the SBCCOG; and shall be placed with a current A.M. Best's rating of no less than A VII.

C. Contractor shall submit to SBCCOG (1) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (2) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on SBCCOG's appropriate standard forms entitled "Additional Insured Endorsement", or a substantially similar form which the SBCCOG has agreed in writing to accept.

11. Confidentiality. Parties agree to preserve as confidential all Confidential Information that has been or will be provided to each other.

12. Ownership of Materials. All materials provided by Contractor in the performance of this Agreement shall be and remain the property of SBCCOG and its partner organizations without restriction or limitation upon their use or dissemination by SBCCOG. The contractor will retain non-exclusive perpetual rights to the use of material developed under this contract.

13. Conflict of Interest. It is understood and acknowledged that Contractor will serve as an agent of the SBCCOG and the participating agencies for the limited purpose of implementation of this project.

14. Termination. Either party may terminate this Agreement without cause upon fifteen (15) days' written notice to the other party. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services. Should the Agreement be breached in any manner, the non-breaching party may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the breaching party to remedy the violation within the stated time or within any other time period agreed to by the parties.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but SBCCOG reserves the right, for good cause, to require Contractor to exclude any employee from performing services on SBCCOG's premises.

16. Non-Discrimination and Equal Employment Opportunity.

A. Contractor shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of SBCCOG relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

17. Assignment. Contractor shall not assign or transfer any interest in this Agreement nor the performance of any of Contractor's obligations hereunder, without the prior written consent of SBCCOG, and any attempt by Contractor to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

18. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments. Each party is responsible for paying its own all federal and state income taxes, including estimated taxes, and all other government taxes, assessments and fees incurred as a result of his/her performance under this Agreement and the compensation paid by or through this Agreement

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by SBCCOG of any payment to Contractor constitute or be construed as a waiver by SBCCOG of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by SBCCOG shall in no way impair or prejudice any right or remedy available to SBCCOG with regard to such breach or default.

20. Resolving Disputes. If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

21. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

22. Notices. Any notices required to be given under this Agreement by either party to the other may be affected by any of the following means: by electronic correspondence (email), by personal delivery in writing by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written or electronic notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first. Electronic notices are deemed communicated as of actual time and date of receipt. Any electronic notices must specify an automated reply function that the email was received. The email addresses for each party are as follows:

Jacki Bacharach – jacki@southbaycities.org
Alison Suffet-Diaz – alison@ecsonline.org

23. Governing Law. This Contract shall be interpreted, construed and enforced in accordance with the laws of the State of California.

24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

25. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and SBCCOG. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement. Amendments on behalf of the SBCCOG will only be valid if signed by the SBCCOG Executive Director or the Chairman of the Board and attested by the SBCCOG Secretary.

26. Exhibits. All exhibits referred to in this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"SBCCOG"

"SBCCOG"

South Bay Cities Council of Governments

By: _____
James F. Goodhart (Signature)

Title: _____

Date: _____

Attest: _____
SBCCOG Secretary

Contractor

By: _____
Alison Suffet-Diaz (Signature)

(Typed or Printed Name)

Title: _____

Date: _____

South Bay Cities Council of Governments
Energy Upgrade California® Community Outreach Ambassador Program
TIER II Agency

Agency Name: Environmental Charter Schools (ECS)

Outreach at Community Events

Objective I: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by sharing information and distribution of campaign collateral items at a minimum of three community events that attract diverse, underserved and hard-to-reach populations.

Please describe tools and techniques your agency will use to attract visitors to the exhibit and how you will track the numbers of consumers reached.

ECS plans to invite all students and their families, as well as staff and board members, to the events through flyers, verbal announcements at school, social media, and emails when applicable with the target populations. This comprehensive approach will help to add to the overall number of diverse event attendees, with a focus on underserved and hard-to-reach populations that we serve at our schools, and help boost numbers at the exhibit. Once at the event, a drawing will be announced to be held at the end in order to motivate people to stay and to reward visitors with prizes like eco-friendly cleaning supplies and reusable water canteens. We will use the drawing to capture data and track the numbers of consumers reached. ECS also plans to offer fun, attractive activities for all ages including face painting.

Methods for tracking numbers reached at the event:

ECS employs a variety of techniques to collect, capture, store, and assess event visitor data including tracking the numbers reached at events. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos of people at the booth, with their face painted, etc., and Facebook and instagram for info and photo sharing as well. By employing the drawing technique, we expect a significant percentage of visitors to be interested in the opportunity to win free gifts and to therefore submit their business card or fill out a short form that can also be dropped in the fish bowl (for visitors who don't carry business cards on them). This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Please provide information about the three events agency will be attending.

Name of Event and Event Sponsor	Date and Location	Anticipated Attendance
Harbor Gateway Neighborhood Council, Biennial Health Fair (7th Annual)	April 2015 at 118th Street School. Based on past years, approximately 20 health-related or community related agencies and organizations are expected to attend with tables disseminating information to visitors. Additionally one or more mobile health vans are expected to provide screenings for	350-500
Dia De Los Muertos Community Fair	November 5th, 2015 at Environmental Charter High School. The fair includes an evening of food, presentations, art, music, dance, and performances by students who have been studying Día de los Muertos traditions in their classes. The event also rewards environmental consciousness whereby guests who bring their own reusable plate, cup and utensils earn a 67% discount off the cost of admittance. And everyone who brings a dish to share will receive one free admission as well.	500
Roadium Open Air Market (Swap Meet)	Spring TBD, Gardena. The Roadium is a 15 acre open air market, open 365 days/year, providing shoppers in the Los Angeles area an opportunity to buy high-quality new and used merchandise at dramatically reduced prices. ECS has participated with a table at the Roadium in the past to introduce our organization and the work we do to the Gardena, Lawndale, and Hawthorne communities who attend the event.	Attendance in the thousands

Objective II: Increase awareness and explain functional tools and how to use for Energy Upgrade California and energy-saving solutions by conducting presentations with a minimum of three (3) community agencies and business groups that represent diverse, underserved and hard-to-reach populations.

Describe how agency will create educational presentations to be interactive and interesting.

The ECS focus on student-led presentations is very attractive due to the fact that youth presentations inspire adults to make a difference, parents come to see their children present and learn, and ECS has documented a track record of students helping to change adult behaviors over time.

Describe how agency will track numbers reached by presentations.

ECS employs a variety of techniques to collect, capture, store, and assess data including tracking the numbers reached at presentations. Methods include: registrations and/or sign in sheets, hashtags for events that we track on twitter and to share photos, etc. and Facebook and instagram for info and photo sharing as well. This information will be aggregated and cross-referenced for duplications, in order to track a total number of unduplicated visitors reached at the event.

Describe methods for tracking of additional numbers reached by targeted agencies that agree to extend messages to their respective constituencies.

Similar to ECS's previously mentioned tracking methodology, the organization will use methods employed by these agencies, social media, and other shared trackable information to aggregate with all other captured data.

Please list community groups where agency will be presenting:

Name of Group	Anticipated Outcomes	Dates of Presentations (if available)	Anticipated Attendance
AAA Flag & Banner	AAA Flag & Banner employs over 100 factory workers who are low income. Through the ECS presentation to their 100 employees, ECS expects to increase not only the awareness of these 100 people, but their family members and others in the AAA community, effectively reaching a low income population of 500 additional people.	Spring 2015, weekday lunch	120
Environmental Charter High School	Community Forum presentation will reach parents and community members. Track record of having many visitors to campus and expect to reach a minimum of 500 direct ECS community members which will create a ripple effect through their family members and neighbors, thereby reaching an underserved and hard-to-reach population of 2500 additional people in total.	Feb 6, 2015	500
Joint Rotary Club meeting of Hawthorne, Lawndale, & Gardena Carson	30 minute presentation on energy efficiency and Energy Upgrade CA to a joint Rotary Club meeting of four clubs will result in directly reaching 150	Spring 2015 TBD	150

	<p>members who will bring this information back to their families and employing with a multiplying effect that is expected to reach a total of 750-1000 additional people. In all three presentations, we plan to survey the group to assess the true ripple effect of their new awareness and knowledge, as well as the likelihood that they will put energy-saving solutions in place in their homes and businesses. We will also ask for demographic information to assess the reach to a diverse, underserved, and hard-to-reach population.</p>		
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Social Media

Objective III: To increase awareness about Energy Upgrade California through the website, newsletters and use of social media platforms.

Describe how your agency will track numbers reached through social media platforms:

ECS will use all of its social media platforms to track numbers reached and then will aggregate the data captured to create a final reach statistic. The following results are expected from each of the described channels:

- ECS Newsletter -- 3,100 peoples currently subscribed to the newsletter and growing every week.
- ECS Website -- 25,383 visits to our website to date currently with 17,000 unique users and 58,648 page views.
- Time Warner Cable, Lawndale Cable Channel & Hawthorne Cable Channel -- Students will create a PSA that each of these channels will post to their networks. Time Warner Cable is an ECS sponsor and in 2012 students produced a green show teaching homeowners to green their home that aired on Lawndale Cable. Reach TBD post air dates from each media outlet.
- Twitter – EnviroCharter currently has 1,372 followers.
- Instagram – EnviroSchools & ECSGreenAmbassadors currently have 365 followers.
- Facebook -- ECS has 3,848 current likes and 1,031 visits.

Reporting Requirements

Complete two (2) interim and one (1) final report in the required format in accordance to schedule on Exhibit B.

South Bay Cities Council of Governments
Energy Upgrade California® Community Outreach Ambassador Program

Budget and Reporting Schedule – Environmental Charter Schools

(To Be Attached)

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South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee
FROM: Chandler Shields, Administrative Assistant
SUBJECT: SBESC Social Media Year End Report: January 2014 – December 2014

The social media presence of the South Bay Environmental Services Center (SBESC) has grown steadily over the course of 2014, seeing an increase in likes on our Facebook page, followers of our Twitter account and followers of our LinkedIn profile. Below is a summary of this progression, complete with descriptions of each of the social media platforms and tools currently being used at SBESC.

Facebook:

At the beginning of January our Facebook page had 280 likes. By December, the Center had 350. Currently, we are capable of tapping into an additional audience of more than 200,000 people, which is the number of friends of those who have liked our page. We continue engagement with West Basin Municipal Water District through the cross-pollination of each other's Pages via liking and sharing posts.

The SBCCOG has created an "Event" on Facebook for the 16th Annual General Assembly. Its purpose is to engage attendees as well as interested community members in a conversation concerning the General Assembly's theme: "A View From the Front Porch: Neighborhoods in the South Bay". People will be allowed to post content on the event page, comment on posts, and participate in questionnaires/polls. Whether its pictures from local community neighborhoods or inquiries about what constitutes a "neighborhood", getting a discussion going before the General Assembly will not just help promote the event, but will also make it more interesting for everyone who cares about this theme.

Twitter:

In January, our Twitter account had 230 followers. As of the end of December, SBESC had 298. This past year, we were @mentioned 198 times and retweeted 56 times. In addition to customary interaction and recognition from Southern California Edison (@SCE), Southern California Gas Company (@socalgas), Metro's ExpressLanes (@ExpressLanes) as well as various online newsletters that feature our tweets (on a weekly basis), we developed engaging relationships with L. A. County (@LAPublicWorks, @CleanLA, @LACoGoModal, @Pmanningm), the City of Gardena (@GardenaEconDiv) and our partner West Basin Municipal Water District (@WestBasin, recently joined Twitter).

LinkedIn Profile Page and Group:

SBESC's LinkedIn profile page has increased its following from 34 to 55 over the course of 2014. As our following base grows, this content sharing capability should further engage professionals interested not just in what we are doing but also what employment opportunities might surface between us and our partners.

A group has been created for the SBCCOG's "Social Media Working Group" in order to foster conversation and communication outside of scheduled meetings. The group is comprised of 20 members, including regular attendees to the meetings as well as guest speakers and visitors from past meetings. This platform encourages members to share interesting articles and news items regarding social media with the rest of the group. Additionally, we are able to post notifications and items (i.e. agendas and minutes) for meetings. There is a posting at least once a month.

The group now meets every other month, averaging between 10-15 attendees with new guest speakers at each meeting. Cities have been able to learn about social media services targeted towards municipalities (from Nixle and Google) as well as what other municipalities are doing to engage their constituencies with social media (e.g. L.A. County's Public Works app, "The Works"). The value of the group continues to grow along with its attendance.

Klout:

Klout is a social media tool that ranks one's sphere of influence in social media and internet presence based on a number of variables.

"Klout measures influence based on your ability to drive action on social networks, and has begun to incorporate real-world influence. Klout makes the Web better by providing a standard measurement for content creators to help drive more engaging and relevant content for everyone.

The Klout Score is a number from 1-100 that represents the aggregation of multiple pieces of data about your social network activity. We compute the Klout Score by applying our score model to these signals." - <http://klout.com/corp/kscore>

SBESC's current Klout score is 44 (an increase of one point since 2013).

*The average Klout score is 40.

Hootsuite:

Hootsuite is a social media tool that functions as a "one-stop shop" for multiple social media platforms. One can monitor and post to each social media platform in Hootsuite. Such a tool makes it possible to keep track of one's collective social media activity and post content to multiple platforms simultaneously (in our case, to Facebook, Twitter and now, LinkedIn).

Ow.ly Click Summary:

During the past year, links generated on Hootsuite that lead to our website garnered 207 clicks (see the top 10 click-through posts in the table below).

Rank	Date	Short Url	Source Url	Message	Clicks
1	9-Sep-14	http://ow.ly/Biua4s	http://www.sbesc.com/hilights/turfs	West Basin MWD's Turf Removal Program now offers \$3 per sq. ft. of lawn removal! http://ow.ly/Biua4s #CADrought #OFG #savewater	20
2	13-Feb-14	http://ow.ly/tBJtr	http://www.sbesc.com/calendar/workshops/hands-workshop-ocean-friendly-landscape-city-hawthorne	Hands-On Workshop tackling outdoor water conservation when landscaping in #Hawthorne! Register http://ow.ly/tBJtr #OFG #CFL #CADrought	9
3	17-Dec-14	http://ow.ly/G4Tqn	https://www.facebook.com/SBESC/photos/a.10151234391735362.515953.311096085361/10152988153460362/?type=1&theater	Congrats to #Inglewood and @SCE for teaming up to #saveenergy: http://ow.ly/G4Tqn	8
4	13-Jan-14	http://ow.ly/sxK50	http://www.southbaycities.org/meetings-agendas/general-assemblies/15th-annual-general-assembly	SBCCOG's 15th Annual General Assembly is next month. See who the guest speakers are and RSVP here: http://ow.ly/sxK50 #GA2014 #SouthBay	7
5	29-Jul-14	http://ow.ly/zlhqT	http://droughtmonitor.unl.edu/Home/StateDroughtMonitor.aspx?CA	Monitor the #CADrought here: http://ow.ly/zlhqT #savewater	7
6	15-Jan-14	http://ow.ly/sCEKG	http://www.sbesc.com/news/newsletter	#Enewsletter is out w/stories via @SCE @socialgas @expresslanes @bcwaternews @ToSaveEnergy @earth911 http://ow.ly/sCEKG #2014Resolutions	6
7	22-Apr-14	http://ow.ly/w2Bxd	http://www.sbesc.com/calendar	Happy #EarthDay! See where we are in the #SouthBay today: http://ow.ly/w2Bxd #RHE #RPV	6
8	8-Apr-14	http://ow.ly/vznpl	http://www.sbesc.com/news/greentip-archive/week-monday-april-7	Buy Only What You Need... http://ow.ly/vznpl #greentip #cars #EVs #carbonfootprint	5
9	22-Aug-14	http://ow.ly/ADcvU	http://www.sbesc.com/calendar/events/west-basins-water-harvest-festival	SAVE THE DATE: Saturday, October 25th - West Basin MWD's "Water Harvest" http://ow.ly/ADcvU #CADrought	5
10	13-Aug-14	http://ow.ly/AiBGB	http://www.sbesc.com/calendar/workshops/greening-your-home-save-energy-water-money-and-environment-spanish	RSVP for Greening Your Home workshop for Spanish speakers in #Lennox on Aug 19: http://ow.ly/AiBGB	4

Recommendations

Reflecting on last year’s recommendations, we are engaging further with Twitter, Facebook and LinkedIn to reach out to our constituency as well as foster discussion in both closed and open forums for city and SBCCOG staff as well as others.

With Twitter, while we continue to engage with our partners, we seek to promote the General Assembly in 2015, generating discussion during the occasion through hashtags; here are some ideas: #GA2015 #AViewFromTheFrontPorch #SouthBayNeighborhoods. This conversation can

be tracked during the General Assembly, driving a conversation about its theme for participating attendees and online “spectators” alike.

In regards to Facebook, testing out the effectiveness of the “Event” created for the General Assembly will determine if Facebook is the right platform to engage community members in discussion leading up to the General Assembly. We recommend providing an incentive to encourage people to join the conversation that we are harboring on Facebook, like a prize/giveaway item. Anyone who logs into their personal Facebook profile and visits the Event’s page, and commits to “going” to the Event would have his/her name entered in a drawing that would take place on the day of the General Assembly.

As far as LinkedIn group is concerned, we recommend continuing to use the Social Media Working Group as a pilot, which has been successful so far, until we determine what other uses the SBCCOG and city staff could use a LinkedIn group for.

South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee

FROM: Chandler Shields, Administrative Assistant

SUBJECT: Video Conferencing Equipment Year End Report: January 2014 - December 2014

SCAG's video conferencing equipment has been used on 39 different occasions (15 more instances than 2013) by an average of 3 attendees for an average duration of 2 hours. Between isolated use of the monitors for presentation/display purposes to conducting full-scale video conferences, the equipment has functioned well in both the medium and large conference rooms. SBCCOG has provided adequate staff support in each instance, aiding others in their interaction with the equipment. Additionally, SBCCOG staff has communicated cooperatively with SCAG staff prior to SCAG-hosted video conferences so as to ensure:

- No scheduling conflict in regards to room availability
- Agendas are available in-office 72 hours ahead of time
- A reliable connection with correct IP address
- Proper function of the equipment

Overall, the equipment's use has not hindered the everyday comings and goings in the office and has been utilized by both SBCCOG staff and Board Members alike.

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South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee

FROM: Steve Lantz, SBCCOG Transportation Director

RE: SBCCOG Transportation Update – January 2015

Adherence to Strategic Plan:

Goal A: Environment, Transportation and Economic Development. Facilitate, implement and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay.

FOLLOW THE MONEY...

FEDERAL

Congress Passes, President Signs FY 2014-15 Federal Transportation Funding Bill

The House narrowly passed a \$1.01 trillion spending package on Thursday, December 11th, to fund most government operations through the federal fiscal year that ends September 30, 2015. The package was negotiated on a bipartisan basis in anticipation that there probably would have been greater concessions once the Republicans control both houses of congress in mid-January 2015.

The bill freezes highway and transit spending at \$40 billion and \$8.6 billion respectively. The TIGER program, which supports innovative local multimodal projects, is reduced from \$600 million in the 2014-15 fiscal year to \$500 million. Amtrak funding was frozen at \$1.390 billion with operating subsidies reduced by \$90 million to allow a comparable increase in capital funding. Like last year, no federal funds were allocated to high speed rail. The spending deal funds the Department of Homeland Security — the agency primarily assigned to carry out the president’s immigration policy — only through February.

In addition to funding marks, FHWA is directed to establish separate, non-motorized safety performance measures for the highway safety improvement program, define performance measures for fatalities and serious injuries from pedestrian and bicycle crashes, and publish its final rule on safety performance measures no later than September 30, 2015.

Posturing Begins for Reauthorization of Federal Highway Trust Fund

The Federal Highway Trust Fund expires on May 31st. The reauthorization is a key goal that could be addressed in the initial three months of the session or could be extended for several months so that it can be incorporated into a larger federal budget overhaul desired by President Obama that could postpone the final reauthorization until Fall 2015.

According to a report issued in early December by the Eno Foundation, the Federal Highway Trust Fund (HTF) is irretrievably broken and should be eliminated in favor of a new system of sustainable revenue streams or by dedicating a portion of the federal income tax to pay for transportation. The report notes that the U.S. ranks 19th among countries in ranking of its

infrastructure. The United States spends \$52 billion in national surface transportation spending, but Eno believes the nation should spend much more. Since 2008, Congress has transferred a total of \$65.3 billion from General Treasury funds to offset HTF shortfalls. The Eno report describes these funds a HTF “bailouts” and concludes the current “pay-as-you-go” principle of user fees paying for transportation infrastructure no longer effectively exists.

Trying to pass a viable option to reauthorize the fund, Bud Shuster, chairman of the House Transportation Committee, favors a switch to a vehicle-miles-travelled fee rather than a gasoline tax increase or motorist user fees. In a dispute that has been percolating since 2009, former Transportation Secretary Ray LaHood in recent weeks has renewed calls for a gas tax increase but the president has continued to rule out a gas tax increase. Rep. Peter DeFazio, D-Ore., who will be the new ranking member on the committee, supports taxing oil at the wholesale level but says he's open to options.

The Eno report identifies three potential solutions:

- Adjust spending to reflect lower revenue;
- Adopt a hybrid approach that combines general funds and fuel tax revenue; and
- Eliminate the HTF and pay for surface transportation through the General Fund.

The Eno report concludes that eliminating the Highway Trust Fund altogether and moving toward funding the federal highway and transit programs directly from the General Fund might be the most workable of the three options. To implement such a model, the federal budget would have to be adjusted to include additional fees needed for transport projects. This could be done by creating new revenue streams or dedicating a portion of the federal income tax for transport needs.

Federal Transit Subsidy Increase Extended Through December 31, 2014

President Obama signed H.R.5771 into law on December 19th that retroactively increased the monthly mass-transit subsidy to \$250 per month for the entire calendar year 2014. The action was included in bill that extended 54 tax programs to be effective for the entire calendar year. In October, Internal Revenue Service Commissioner John Koskinen had urged Congress to decide quickly on whether it would pass the package of temporary tax breaks.

STATE

California Legislature Opens 2015-16 Legislative Session By Introducing 100 Bills

A new California legislative session started the first week of December with the swearing-in of ten new Senators and 27 new Assembly members and the introduction of a hundred new bills between the two houses. These first-out-of-the-gate bills can be discussed in hearings as soon as the legislature reconvenes on January 5th, since by then they will have been “in print” for 30 days. Some of the new bills are identical to bills from last year’s session; others are likely placeholders that will be available for “gut and amend” strategies during the 2015-16 session.

Early transportation-related bills that are eligible for action beginning January 5, 2015 include:

- A.B. 8 would create a statewide Yellow Alert system to inform law enforcement and the public about vehicles involved in hit-and-run crimes. It is exactly the same bill as last year’s A.B. 47 which was vetoed by Governor Brown.
- A.B. 28 would require people biking at night to use a white flashing light instead of their red rear reflector.
- A.B. 40 would ban any attempt by local toll authorities to impose a toll on bicyclists on the Golden Gate Bridge.

- S.B. 32 would update the 2006 California climate change legislation, A.B. 32, setting greenhouse gas emission targets beyond the current 2020 goals.
- S.B. 40 would limit rebates for purchasing zero-emission passenger vehicles to vehicles priced at \$40,000 or less.
- S.B. 1, S.B. 5, and A.B. 32 would exempt fuel distributors from A.B. 32, the California climate change law. Fuel *refiners* have been subject to California's cap-and-trade system for several years, and have been paying for the greenhouse gases they emit. Fuel *distributors* had been granted extra time before they came under the cap. Distributors are subject to the cap on January 1, 2015.

CTC Seeks Input on Round 2 Active Transportation Program Guidelines

The California Transportation Commission (CTC) is seeking input on revised guidelines for the Active Transportation Program (ATP). The ATP is the main source of state funding for bicycle and pedestrian projects, mostly through federal transportation grants to local cities. The proposed changes to the ATP guidelines are mostly minor, but include eliminating the requirement for matching funds and de-emphasizing bike plans.

In the second funding cycle, for which applications will be due sometime around June 1, 2015, CTC staff will administer the application process, taking over some duties from Caltrans. The CTC plans to revise the guidelines based on comments from a December workshop and a second one, which will be held from 1 to 4 p.m. on January 8 at the Southern California Association of Governments (SCAG) offices, on the 12th floor of 818 West 7th Street, in downtown Los Angeles. The guidelines are scheduled for adoption by the CTC in March, and the Round Two call for projects would then go out immediately.

San Diego's Climate Change Plans Headed to State Supreme Court

In late November 2014, a California Appeals Court upheld an earlier California Superior Court decision that undermined San Diego's massive, \$214 billion plan for regional mobility through the year 2050. The court ruled that San Diego failed to adequately address the effects of climate change on 2050 mobility projections. If upheld on appeal, the ruling is expected to create a precedent that would dramatically affect climate policy in California cities.

By 2050, the state has a goal of cutting greenhouse gas levels by 80 percent of their 1990 levels as spelled out in an executive order signed in 2005 by then-Governor Arnold Schwarzenegger. In contrast, emissions resulting from new land-use and transportation changes projected in the San Diego Association of Government's 2050 Regional Transportation Plan / Sustainability Communities Plan adopted in October 2011 show that greenhouse gases fall 14 percent by 2020 from current levels, and 13 percent by 2035. But by 2050, the plan estimates that emissions will have fallen just 10 percent, almost seven times higher than state climate change targets and far short of the 80% state GHG reduction goal.

In late 2011, SANDAG opponents (including the state attorney general) filed suit over the 2050 plan. They claim that San Diego's transportation plan stood in "dramatic conflict" the 2020 and 2035 emissions targets (outlined in SB 375), and that it didn't have the same obligation to meet the 2050 target (outlined in the executive order). But Judge Timothy B. Taylor of the superior court disagreed. He found SANDAG "impermissibly dismissive" of the Executive Order. For example, highway expansions will increase pollution in nearby neighborhoods, but the SANDAG plan failed to connect the dots between that pollution and its public health impacts. The court also ruled that SANDAG failed to consider alternatives that could help reduce driving.

SANDAG is appealing to the California Supreme Court to obtain further clarity for cities and planning agencies throughout the state on the standards to apply and the regulations to follow.

One immediate mobility improvement is being challenged in court pending the outcome of the Supreme Court decision. Construction is reportedly scheduled to begin next year on one facet of the 2050 plan, a \$6.5 billion suite of projects that begins with an expansion of Interstate 5 in San Diego County.

REGIONAL

LAX Board of Airport Commissioners Approves \$4 Billion Plan For New LAX Train System

The Los Angeles Board of Airport Commissioners on December 18th approved moving forward with a \$4 billion plan to transform LAX's ground transportation and arrival and departure experience. The Board's vote sets the groundwork for the LAX Landside Access Modernization Program to begin the environmental review process in January 2015. Construction is expected to begin in 2017.

The future Landside Access Modernization Program includes a new LAX Automated People Mover (APM) that will connect passengers to the airline terminals from new facilities at the airport including a consolidated Rental Car Center and Metro's planned Crenshaw Line station at 96th Street/Aviation Boulevard. There will be three APM stations in the Central Terminal Area connecting to the airline terminals with a convenient pedestrian walkway system. The consolidated car rental center will eliminate the need for rental car shuttles in the central terminal.

Los Angeles County Bicycle Coalition Selects New Executive Director, Tamika Butler

The Board of Directors for the Los Angeles County Bicycle Coalition on December 17th approved the appointment of their new executive director, Tamika Butler. She currently works as the first Director of Social Change Strategies for the Liberty Hill Foundation and has served as employment lawyer at the Legal Aid Society-Employment Law Center and as California Director of the Young Invincibles, an advocacy organization aimed at improving the lives and opportunities for young Americans entering the workforce.

TRANSPORTATION STARTS AND STOPS ...

TRANSIT / RIDESHARING / CARSHARING

Torrance Regional Transit Center to Include 2-acre Endangered Plant Preserve

The city will set aside two acres on the 15-acre property at 465 Crenshaw Blvd., site of its proposed Torrance Regional Transit Center, as a preserve for a seldom-seen native plant. The native plant, an herb called the southern tarplant, is listed as rare and endangered by the California Native Plant Society. It exists on two acres of the 15-acre property, as well as at the city-owned Madrona Marsh Nature Preserve.

In addition to the preserve, Torrance cleaned up contaminated soils left by former industrial uses on the site. No other significant environmental problems were identified in the initial environmental study for the project. The design is almost complete for the 17,800-square-foot transit center that will occupy seven acres of the site on the west side of Crenshaw between Del Amo Boulevard and Maricopa Street. The new \$21 million transit center is partly funded with

\$18.1 million from the Metro Measure R South Bay Highway Program. Construction is scheduled to start next summer, with a targeted completion date of December 2016. The city has been without a transit center since the one at Del Amo Fashion Center closed in 2005.

Metro to Stop Arresting Riders for Using Station Outlets To Charge Cell Phones

Three people were arrested at Metro stations during 2014 after using electrical outlets at Metro rail stations to charge their phones. Metro Board Chair Eric Garcetti instructed Metro officials in early December to allow bus and rail riders to use electrical outlets at bus and trains stations to charge their cell phones unless it disrupts Metro's maintenance work.

TRANSFORMATIVE TRANSPORTATION PLANNING ...

Metro Vanpools Increase as an Alternative to Solo Driving

Driving solo to work continues to define L.A.'s entrenched car culture. But commuters across the county are increasingly turning to alternatives such as a van pool. At Metro, which administers the largest public van pool operation in North America, participation has more than doubled in the last six years, with a total of 1,375 van groups operating today. Officials expect that figure to grow by at least 8% in 2015. The annual Metro budget to pay for subsidies and administration has grown steadily to about \$7.5 million.

Metro, which began its program in 2007, offers eligible van pools a monthly subsidy of up to \$400 to help cover the cost of vehicle leases or other expenses. Participants must travel at least 15 miles one way, have a minimum of five people and agree that the van pool will commute to workplaces in Los Angeles County. Private companies, public institutions and local governments also provide financial incentives to assist their employees and other commuters interested in Metro's program.

L.A. City Seeks To Make Taxis Competitive with Car Sharing Operators

Uber, Lyft and Sidecar have been operating in Southern California for two years using application-based ride sharing services. The effect on taxis has been swift and costly. Los Angeles' nine licensed cab companies reported a 21% drop in trips in the first half of 2014 compared to the same period the previous year, the steepest decline on record.

L. A. City regulators are trying to help city-franchised cab companies compete with the new application-based model without sacrificing important protections for consumers. The first step is to put to a vote by the L. A. City Board of Taxi Commissioners in January a proposed regulation that would require all franchise taxi drivers to use carshare-style mobile applications that would allow customers to hail a cab from their phones. The new applications would also allow fares and tips to be paid via cellphone; per-mile rates could be flexible, or discounts could be applied; cab availability across the city could easily be tracked in real time; and passengers and drivers could easily review one another.

The 2,361 licensed cabs in Los Angeles City charge one rate: \$2.85 when a ride begins, and \$2.70 for each subsequent mile. Nearly 10% of the fleet is wheelchair accessible, and nearly three-quarters of the cars are hybrids. In Los Angeles, Uber and Lyft charge a minimum 80-cent base fare, plus \$1.10 per mile or \$0.21 per minute, with a minimum fee of \$4. But during high-demand periods, both firms sometimes double, triple or quadruple their fares.



San Pedro Great Street Debuts

Last summer, L. A. City Mayor Eric Garcetti announced the 15 lucky roads that would be at the front of the line to get makeovers under his new Great Streets program. The very first of those projects got underway in San Pedro with the lighting of the San Pedro pedestrian bridge sign on December 10th.

South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director
Kim Fuentes, Deputy Executive Director

SUBJECT: Environmental Activities Report

Adherence to Strategic Plan:

Goal A: Environment, Transportation, and Economic Development. Facilitate, implement and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay.

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate Action Planning

Climate Action Plans/Energy Efficiency Climate Action Plans (CAP/EECAP):

Under the EECAP program, Atkins and SBCCOG have sent out all of the Inventory, Forecast, and Target-Setting (IFT) draft reports for city staff review. Atkins is anticipating finalizing the IFT reports in early 2015 based on feedback from city staff, Southern California Edison, and the SBCCOG. The next step of the EECAP process is to identify and quantify, for each city and the sub-region, energy efficiency strategies to include in the energy efficiency chapters. Atkins and SBCCOG staff met separately with staff from seven South Bay cities to discuss preliminary feedback on existing and potential Energy Efficiency strategies for the city and sub-region. SBCCOG staff are collecting data on sub-regional programs to include in both local and sub-regional EECAPs.

The work on the EECAP grant is temporarily on hold as the funding from SCE has stopped until the California Public Utilities Commission extends the funding into 2015. Staff has been working closely with SCE to help facilitate the extension. It is anticipated at this time that funds will be available in February 2015 and work will continue on the contract at that time. In the meantime, staff will be going over the information received by the cities and starting to prepare for strategy development.

Strategic Growth Council Grant

Notice to proceed was December 19, 2014. The MOU has been received from Metro. Staff will be holding an internal kick off meeting the first week of Jan.

Energy Efficiency

SBCCOG staff has been working on 2015 planning to continue momentum in reaching the ELP goals. Goals for 2015 will be higher as the program has received additional funding in 2015. Much of the municipal work will focus on street lights where there is the greatest potential for municipal energy savings.

The SBCCOG-contracted energy engineer is currently conducting SoCalGas energy audits for the Port of Los Angeles. Also, staff has been gearing up for 2015 by reviewing EEMIS data to inform the budgeting process and to identify energy projects.

Collaboration between programs - An example of coordination and collaboration between programs came to fruition this December after SBCCOG attended a meeting with a **Manhattan Beach** hotel for the West Basin MWD Water Reliability 2020 Program. During the discussion, the hotel general manager expressed a desire for the hotel to be more sustainable and, in fact, is forming a green team. This opportunity resulted in the SBCCOG staff coordinating with the West Basin Cash for Kitchen program which will include gas and electric savings components.

Additionally, SBCCOG staff referred the **Manhattan Beach** hotel opportunity to city staff for the city's Green Business Certification Program.

December 11, 2014 Energy Efficiency & Energy Leader Recognition Luncheon

Due to extreme weather conditions, CPUC Commissioner Florio's flight was cancelled. SBCCOG arranged for Don Arambula, SCE's new Principal Manager of Energy Efficiency Partnerships, to speak at the recognition luncheon. Our Gas Company partner was also in attendance. SBCCOG Board Chair Jim Goodhart of **Palos Verdes Estates** and **Gardena** City Councilmember Terrence Terauchi were in attendance. Cities represented were: **Carson, Gardena, El Segundo, Hermosa Beach, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates and Torrance.**

City Council Presentations

During December, SBCCOG and SCE staff presented an incentive check for \$13,376 to the City of **Inglewood** City Council for lighting projects completed at two city parks resulting in 154,291 kWh with annual cost savings of \$32,401.

HERO

The spreadsheet below covers the activity from each jurisdictions' launch date through November 30, 2014. In December, Redondo Beach City Council approved joining the HERO program.

Program Activity through November 30, 2014

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created ***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Carson	5/23/14	23,852	202	114	\$ 5,920,589	32	\$ 700,424	6	37	0	6	17	143,677	35
El Segundo	5/23/14	4,312	7	4	\$ 899,760	0	\$ -	0	0	0	0	0	0	0
Gardena	5/23/14	14,921	85	49	\$ 2,429,827	21	\$ 450,433	4	30	0	2	4	58,325	15
Hawthorne	5/23/14	14,245	59	39	\$ 2,101,702	17	\$ 363,607	3	30	0	0	0	88,395	20
Hermosa Beach	5/23/14	7,734	8	4	\$ 820,826	2	\$ 46,870	0	3	0	2	4	17,290	4
Inglewood	5/23/14	22,779	149	100	\$ 5,410,469	42	\$ 1,078,048	9	66	1	8	14	144,611	36
Lawndale	5/23/14	7,879	12	10	\$ 476,195	5	\$ 100,426	1	7	0	2	7	16,518	5
Lomita	5/23/14	6,028	14	13	\$ 1,054,633	3	\$ 41,428	0	6	0	0	0	6,932	2
Manhattan Beach		13,945	Has not adopted Resolution of Participation											
Palos Verdes Estates		4,999	Has not adopted Resolution of Participation											
Rancho Palos Verdes	5/23/14	13,868	36	29	\$ 4,249,888	7	\$ 132,761	1	10	0	2	4	36,583	9
Redondo Beach		21,253	Has not adopted Resolution of Participation											
Rolling Hills	5/23/14	718	2	2	\$ 631,678	1	\$ 67,163	1	1	0	0	0	0	0
Rolling Hills Estates	5/23/14	3,064	6	4	\$ 640,483	1	\$ 20,893	0	2	0	0	0	1,917	1
Torrance	5/23/14	39,118	101	73	\$ 6,506,123	27	\$ 565,065	5	30	1	8	32	167,310	42
Total		198,715	681	441	\$ 31,142,173	158	\$ 3,567,118	30.29	222	2	30	80.63	681,558	169

* Eligible housing units based off Total Single Family Homes minus 5 units or more from the Department of Finance City/County Population and

Water Conservation/West Basin Municipal Water District Programs (West Basin)

Water Reliability 2020

Contract goals: 427 WR 2020 support cards to be collected by August 31, 2015.

Status of goals: 124 cards collected as of December 31, 2014.

Contract goals: Up to 40 WR 2020 presentations to be scheduled.

Status of goals: 3 have been scheduled as of December 31, 2014. (Note: this goal is dependent upon West Basin's availability.)

Contract goals: Up to 24 tabletop WR2020 business briefings to be scheduled.

Status of goals: 3 scheduled; 1 in lieu resulting in 3 letters of support received – California Small Business Development Center, The Belamar, Torrance Chamber of Commerce. One is scheduled for January 6 with Partner Engineering of Torrance. Several more prospects will be contacted in January as a result of December contacts made by SBCCOG staff at chamber and business events.

Cash for Kitchens

Contract goals: 40 kitchen audits to be completed by Aug 31, 2015.

Status as of December 31, 2014: 2 audits completed.

Contract goals: 50 follow-up visits at 50 previously audited sites.

Status as of December 31, 2014: 25 follow-up visits completed.

Contract goals: 2 training sessions to be completed by August 31, 2015.

Status as of December 31, 2014: 0 training sessions completed.

Activities for December included SBCCOG staff contacting the following school districts and businesses in Redondo Beach, Hermosa Beach, Manhattan Beach, Inglewood, Lawndale, Torrance and Palos Verdes Peninsula School District: The Belamar Hotel (Manhattan Beach), Alfredo's Restaurant (Lomita), Hot N Tot (Lomita), Eboshi Noodle Bar (Lomita), Plaza Teriyaki (Lomita), Norma's Restaurant (Inglewood), La Fonda Restaurant (Inglewood), Bristol Café (Rolling Hills Estates), Hana Restaurant (Rolling Hills Estates), Lomeli's Italian Restaurant (Gardena) and Sakae Sushi (Gardena)

To help promote this program and secure more audits, a special Cash for Kitchens press release was developed and will be issued in January. SBCCOG staff also received new materials from West Basin MWD (faucets aerators and pre-rinse kitchen sprayers).

Rain Barrel

During the month of December, 36 individuals were recorded as indicating interest in the Rain Barrel Giveaway. One giveaway will be scheduled in each WBMWD Director's district for a total of five events. Additionally, a date has been scheduled for the first giveaway in 2015:

When: January 10th – 9am – 12pm

Where: Junipero Serra High School – 14830 South Van Ness Avenue, Gardena, CA 90249

Car Wash

Contract goal: Sign-up 5 car wash companies by August 31, 2015

Status as of December 31, 2014: 2 car wash companies have signed up.
 Go Eco Express (Lawndale)
 Green Forest Car Wash (Hawthorne)

Sanitation Districts

Contract goal: Schedule 5 Sanitation Districts-related presentations;
 Status as of October 31, 2014: 5 presentations given

With the understanding that this deliverable will continue into the 2015 contract, SBCCOG staff has already scheduled a sanitation presentation for February 5, 2015.

Transportation

Vanpool Program

SBCCOG staff provided vanpool materials at outreach event in December and reviewed potential businesses for Metro staff follow-up.

Metro Express Lanes

SBCCOG staff provided MEL materials at outreach event in December; SBCCOG staff invited MEL to participate at 2 upcoming events – one in January and one in February.

II. MARKETING, OUTREACH, & IMPLEMENTATION
Workshops, Trainings & Exchanges

The following chart lists an overview of all workshops held in December 2014:

Event Date	Event Name	No. Attended/ No. of RSVPs	Marketing Info. (how did they hear about the workshop):	Staff Lead
12/6/14	California Friendly Landscape Training – Beverly Hills (Staff responsible to conduct Reservations ONLY)	65 RSVPs	Email: 7 Flyer: 15 Website: 4 Friends or Family: 4 Local Publication: 32 Online: 7	MS

The next SBCCOG-hosted SCE workshop is scheduled for February 2015.

Outreach Events

In the month of December, SBCCOG staff:

- Exhibited at **1** community event; **1** presentation.
- Scheduled **1** presentation in December.
- Calendar year-to-date through December 2014: **62** community events; **15** employee events; **5** business events; **21** presentations/workshops.

Media

Earned Media Received in December

“SoCalGas – Gas Fireplaces” – C-N-Green: Using CNG & Natural Gas – December 23, 2014

“Moving Toward a Zero Waste System” – L.A. Department of Public Works: Classes and Events – December 22, 2014

Social Media

As of December 29, 2014 social media following is as follows:

Facebook: 351 likes

Twitter: 298 followers

LinkedIn: 55 followers

Volunteer Program

Volunteers

Volunteer hours for the month of November 2014 are as follows:

- 75 hours
- Grand total as of 12/31/14 = 12,746.68 (Starting April 2008)

III. SPECIAL PROJECTS/INITIATIVES

Workforce Investment Board (WIB)

Terrina Hall has been working with the SBCCOG doing office support since September 2014 as part of the Workforce Investment Board work program. This program offers staffing at no cost for 6 to 9 month periods. Even though, she has not completed her work period, she will be leaving our office to pursue other opportunities out of the area. Her last day will be in the first week of Jan. She has been a valuable asset to the SBCCOG and we are excited at the prospect of receiving another great staff assistant through this program. Staff is currently working with the WIB to conduct interviews.

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South Bay Cities Council of Governments

**SBCCOG Board of Directors' Meeting
Thursday, January 22, 2015 @ 6:00 pm
SBCCOG Office
20285 Western Avenue
Torrance, California 90501**

To assure a quorum, if you or your alternate representative *cannot* attend the meeting, please contact
SBCCOG Executive Director Jacki Bacharach @ 310-377-8987.
PLEASE NOTE: YOU CAN ALSO FIND SBCCOG AGENDAS ON OUR WEB SITE - www.southbaycities.org

The Board of Directors, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Written materials distributed to the Board within 72 hours of the Board meeting are available for public inspection immediately upon distribution in the SBCCOG/SBESC office at 20285 Western Avenue, Torrance, CA90501, during normal business hours.

Unless otherwise noted in the Agenda, the Public can only comment on SBCCOG related business that is within the jurisdiction of cities and/or items listed on the Agenda during the Public Comment portion of the meeting (Item #V). The time limit for comments is three (3) minutes per person. Before speaking to the Board, please come to the podium and state: Your name and residence and the organization you represent, if appropriate.

DRAFT AGENDA

- I. **CALL TO ORDER & SALUTE TO THE FLAG (6:00 PM)**
James Gazeley, 1st Vice Chair
- II. **INTRODUCTIONS**
- III. **CONFIRM POSTING OF THE AGENDA BY TORRANCE CITY CLERK**
- IV. **ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA**
- V. **COMMENTS FROM THE PUBLIC**
- VI. **CONSENT CALENDAR (6:05 pm)**
Matters listed under Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and considered separately.
 - A. **November Board Meeting Minutes (attachment) – Approve**
 - B. **Memorandum of Understanding with Energy Upgrade California (attachment) – Approve**
 - C. **Professional Services Agreement with the Environmental Charter Schools (attachment) – Approve**
 - D. **Measure R 2015 Call for Projects Match Budget (attachment) – Approve**
 - E. **Contract for Metro Board Deputy Services with Mike Bohlke (attachment) – Approve**
 - F. **Contract with Siembab Corporation (attachment) – Approve**
 - G. **Report of Time Critical Actions Taken by Steering Committee (attachment) – Receive and file**
 - H. **2013-2014 Audit can be found @ <http://southbaycities.org/about-us/financial-documents>**
 - I. **Monthly Transportation Report (attachment) – Receive and file**

J. **South Bay Environmental Services Center Report** (*attachment*) – Receive and file

K. **December ARB Report from Judy Mitchell** (*attachment*) – Receive and file

VII. **PRESENTATION**

A. **Recognition of Service to Assemblymembers Bonnie Lowenthal, Steven Bradford & Isadore Hall** (6:05 pm)

B. **Update on LAX Ground Access** (6:35 pm)

1. Presentation by LAWA Chief of Airport Planning Christopher Koontz

C. **Car2go 6 month status report** (7:10 pm)

VIII. **METRO TRANSPORTATION REPORTS**

A. Metro Report by Board member Pam O'Connor/James Butts/Mike Bohlke (7:25 pm)

B. Service Council report by Ralph Franklin, Chair (7:30 pm)

IX. **SBCCOG ACTION ITEMS, REPORTS & UPDATES**– Jacki Bacharach (7:35 pm)

A. Measure R Updates

B. So Cal Roc

C. LA Air Force Base issues

D. Status of Pending Grants and Partnerships

E. SCE Infrastructure Reliability Update

X. **BOARD MEMBER ANNOUNCEMENTS** (7:40 pm)

XI. **AGENCY REPORTS** (7:45 pm)

A. League of California Cities (Jim Goodhart & Jeffrey Kiernan)

1. LA Division Legislative Committee (Bea Dieringer)

B. South Coast Air Quality Management District (Judy Mitchell, Joe Buscaino & Stan Myles)

C. SCAG & Committees (Mark Butala)

1. Energy and Environment (Judy Mitchell, Stephen Sammarco)

2. Transportation (John Addleman, Dan Medina)

3. Community, Economic, & Human Development (James Gazeley & Frank Zerunyan)

4. Regional Council (Judy Mitchell, Dan Medina, James Gazeley)

D. Santa Monica Bay Restoration Commission (Jim Knight/Ellen Perkins)

E. South Bay Association of Chambers of Commerce (Olivia Valentine)

F. South Bay Workforce Investment Board (Chris Cagle)

XII. **UPCOMING EVENTS & ANNOUNCEMENTS**

January 23 SBCCOG, SBACC & LCC, LA Meet and Greet New Legislators

January 28 SBWIB Business Retention Workshop

XIII. **FEBRUARY AND MARCH SBCCOG COMMITTEE MEETINGS & WORKING GROUPS**

Consult website for specific times and places for other meetings – www.southbaycities.org

XIV. **ADJOURNMENT**

Friday, February 27, 2015

16th Annual General Assembly

**@ Juanita Millender-McDonald Community Center
Carson**

RSVP @ www.southbaycities.org

Next Board meeting - Thursday, March 26, 2015

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SAMPLE FOR CITY USE – ON YOUR LETTERHEAD

January _____, 2015

«FirstName» «LastName», «JobTitle»
«Company»
«Address1»
«City», «State» «PostalCode»

Dear «FirstName»:

As a member of the South Bay Cities Council of Governments (SBCCOG), I am personally inviting you to join me for a unique and special event.

The SBCCOG will be holding its 15th Annual General Assembly on **Friday, February 27, 2015** at the Juanita Millender-McDonald Community Center in the Civic Center complex of the City of Carson. This is our one meeting of the year that all mayors and city council members, city staff and the community from our 16 member cities and our county representatives are urged to attend. The event is free and is scheduled from **8:45 am to 2:30 pm** and includes a luncheon. All that is required to attend is to RSVP at www.southbaycities.org

This year's program is titled "**A View from the Front Porch: Neighborhoods in the South Bay.**" Our speakers will discuss what makes a good neighborhood, what will the neighborhood of the future look like and what do cities need to do to prepare. Please see the attached flyer for the confirmed line-up of expert speakers.

Because the program is so full, we have invited our state and federal legislators to have tables in the exhibit area and to be on hand between 8:45 and 9:45 am to talk one on one with attendees. Additionally, exhibits from our cities and our sponsors will be on display.

Once again, please know that there is no charge for the event, but your RSVP is required so that we can be sure to accommodate everyone. Registration is online @ www.southbaycities.org

As a community leader, I hope you will set aside the time to attend. I look forward to seeing you on **February 27**.

Sincerely,

Enclosure

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South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee

FROM: Steve Lantz, SBCCOG Transportation Director

SUBJECT: Refined Metro Call for Projects Applications Committing Measure R SBHP Funds; Request for Additional SBHP Funding By Hermosa Beach

Adherence to Strategic Plan:

Goal A: Environment, Transportation, and Economic Development. Facilitate, implement, and/or educate members and others about environmental, transportation, and economic development programs that benefit the South Bay. Strategy 5 – Actively pursue opportunities for infrastructure funding for member agencies.

BACKGROUND

The SBCCOG Board of Directors approved an initial list of 2015 Metro Call for Project Applications and committed to provide the required minimum local match from the South Bay Highway Program (SBHP) at its November 20, 2014 meeting. Subsequent information has been developed for some of the applications consistent with information being developed in project study reports regarding project scopes and costs that are required by Metro to be included with all Call for Projects applications.

This memo addresses a project in the City of Hermosa Beach. Their project has increased from \$20,000 to \$150,000 due to a significant change in the project scope that required a full PSR-PID to be prepared on an expedited basis by Caltrans District 7 staff. The project was originally considered a minor change in the geometry of the street. The new project reflects the results of a two-year study by the City of Hermosa Beach to create viable elements of a model complete street on Pacific Coast Highway (State Highway #1) and Aviation Boulevard within the city limits. The new scope also incorporates elements that respond to Metro's desire to support development of pedestrian and bikeway elements to make mobility projects more sustainable. Bikeways were added as SBHP eligible expenditures earlier in 2014. The new project has an expanded goal of reducing vehicle miles travelled, improving the quality of life in the community served by the improvement, and addressing mobility deficiencies in the corridor.

Caltrans District 7 decided in November 2014 to participate in the application development and to prepare the extensive technical documentation which is required by Caltrans for projects on State highways regardless of the funding source. This new city/state partnership is being watched by Caltrans headquarters in Sacramento as a model for future local assistance partnerships. The

expedited schedule is requiring Caltrans staff to work significant overtime hours to expedite the preparation of a full PSR-PID under a cooperative agreement with the city in time to submit a 2015 Call for Projects application by the January 30, 2015 deadline.

In order to avoid delays in the preparation of the application, Hermosa Beach has committed to reimburse Caltrans for the additional \$140,000 cost of the expedited application preparation. The city has requested reimbursement from the SBCCOG for their increased costs. The letter requesting increased funding is required and will be available at the meeting. The city will make a brief presentation in support of their increased SBHP study funding request at the Steering Committee meeting on January 12, 2015.

The final changes to the Metro 2015 Call For Projects SBHP Match must be recommended by the Steering Committee at the January 12, 2015 meeting so that maximum SBHP match for the Call for Project Applications can be submitted to the SBCCOG Board for approval at its January 22, 2015 Board meeting and then forwarded to Metro staff for incorporation in Metro's FY 2015-16 budget.

The recommended revised list of South Bay Metro 2015 Call For Projects Application scopes, costs and SBHP match commitments as of January 5, 2015 is attached as Exhibit 2. Since applications are still being completed, SBCCOG staff will update the Exhibit prior to Metro Board consideration if additional changes in the applications warrant recommended revisions.

RECOMMENDATION


With the required letter from Hermosa Beach requesting a budget increase, staff recommends that the SBCCOG approve the projects listed in Exhibit 1 for use of South Bay Measure R Subfunds as a source of local match in the 2015 CFP applications and authorize the approved list to be transmitted to Metro staff.

Approved by: Jacki Bacharach

Attachment: Revised Request for Maximum SBHP Match for Metro 2015 Call for Projects Applications

SBHP Funding Requests for 2015 Metro Call for Projects Application Local Matching Funds as of 12/31/14

REVISIONS IN
YELLOW

SBHP Task Order #	Project Sponsor	PROJECT DESCRIPTION	CFP Project Application Development	Estimated Total Project Cost	Mimimum Local Match % Requested	Local Match Total (SBHP Funds)	Requested FY in CFP Application
2014-3	Gardena	Redondo Beach Blvd Arterial Improvements from Crenshaw Blvd to Vermont Ave	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> one total for all 6 applications </div> 	\$3,600,000	20% RSTI	\$720,000	2020
2014-3	Gardena	Crenshaw Blvd Arterial Improvements from Redondo Beach Blvd to El Segundo Blvd		\$1,900,000	20% RSTI	\$380,000	2020
2014-3	Gardena	Artesia Blvd Arterial Improvements from Western Ave to Vermont Ave		\$3,100,000	20% RSTI	\$620,000	2020
2014-3	Gardena	Normandie Ave Arterial Improvements from El Segundo Blvd to 177th Street		\$6,000,000	20% RSTI	\$1,200,000	2020
2014-3	Gardena	Traffic Signal Reconstruction on Vermont at Redondo Beach Blvd and at Rosecrans Ave		\$1,800,000	20% RSTI	\$360,000	2020
2014-3	Gardena	Park and Ride Lots (SWcorners of El Segundo Blvd at Vermont Ave and at Western Ave)		\$5,700,000	20% Transit Capital Improvements	\$1,140,000	2020
		Gardena Cumulative Total:	\$42,632	\$22,100,000		\$4,420,000	

SBHP Task Order #	Project Sponsor	PROJECT DESCRIPTION	CFP Project Application Development	Estimated Total Project Cost	Mimimum Local Match % Requested	Local Match Total (SBHP Funds)	Requested FY in CFP Application
2014-5	Hermosa Beach	PSR/PID for PCH/Aviation Mobility Improvements Project (Complete Street on State Highway)	\$160,000	\$43,000,000	20% RSTI	\$8,600,000	2017
2014-4	Inglewood	Channelize and raise median Manchester Bl from Ash Ave to La Cienega Bl; Improve turn radii La Cienega Bl at Manchester Bl; Improve turn radii and through-right lane La Cienega Bl at Florence Ave	\$50,000	N/A	N/A	N/A	N/A
2014-6	Lawndale	Redondo Beach Blvd. Mobility Improvements from Prairie to Artesia	\$47,360	\$8,000,000	20% RSTI	\$1,600,000	\$800,000 in FY 2017 \$800,000 in FY 2019
2014-2	Torrance	Western Ave at Sepulveda Blvd Intersection Improvements	\$80,000	\$17,500,000	20% RSTI	\$3,500,000	2020
2014-2	Torrance	Hawthorne Blvd Corridor Improvements (intersections of Lomita Blvd, Emerald, Spencer, and 182nd Streets)	\$70,000	\$3,700,000	20% RSTI	\$740,000	2020
Torrance Cumulative Total:			\$150,000	\$21,200,000		\$4,240,000	
SBHP TOTAL:			\$449,992	94,300,000		\$18,860,000	

NOTE: Estimated total project costs are initial estimates that will be modified following preparation of the PSR / PSRE. Project costs may have to be reduced to stay within the funding cap in the Metro CFP category or to reflect the actual Metro funding award amount. SBHP matching funds will be determined once CFP projects are awarded and will not exceed the minimum required local match for the Metro funding awarded.



City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, California 90254-3885

January 7, 2015

Mr. Stephen Lantz
Transportation Director
South Bay Cities Council of Governments

RE: Pacific Coast Highway/Aviation Blvd. Mobility Improvements Project
State Route 1

Dear Mr. Lantz:

The City of Hermosa Beach has been in the process of improving PCH/Aviation Blvd. to improve mobility and enhance aesthetics of this significant corridor through the city in accordance with the "Complete Street" concept.

As the State of California owns and maintains the right of way of PCH, we have recently been exploring ways to partner with them in improving the corridor. Caltrans has agreed to participate in this project by initially preparing a Project Study Report (PSR) and Project Initiation Document (PID). This will allow us to apply for Metro's Call for Projects (CFP) due by January 30, 2015. They have also tentatively agreed to prepare Plans, Specifications, and Estimate (PS&E) for the future construction of the project.

Caltrans has asked the City of Hermosa Beach to pay for their cost of preparing the PSR – PID documents in the amount of \$190,000. They have already prepared several alternatives for the improvements, which are currently under review by the City. In addition, the City of Hermosa Beach has retained the services of a consultant to prepare the CFP application to include the PSR-PID documents by Caltrans.

This letter serves to respectfully request that the South Bay Council of Governments (SBCOG) Measure R Oversight Committee appropriate funds from the Measure R Highway Program funds for the services rendered by Caltrans in the amount of \$190,000 in support of the City of Hermosa Beach application for Metro's Call for Projects funds to implement the Pacific Coast Highway/Aviation Blvd. Mobility Improvements Project (State Route 1). Please contact me if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Bakaly', written over a horizontal line.

Tom Bakaly
City Manager, Hermosa Beach

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South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, Executive Director
RE: Policies and Procedures

Adherence to Strategic Plan:

Goal D: Organizational Stability. Be a high performing organization with a clear path to long-term financial health, staffing continuity and sustained board commitment.

Background

At the last Steering Committee meeting, a request was made for us to review the adopted policies and procedures of the SBCCOG. Besides all of the policies and procedures proscribed by the Joint Powers Authority and the Bylaws, several other policies have been adopted and are reviewed below. More detail on these policies is available on request and at the meeting.

November, 2000 – Investment Policy

- The SBCCOG's investments shall be limited to the following investment media as the same may be further limited by provisions of the California Government Code:
 - The Local Agency Investment fund administered by the Treasurer of the State of California.
 - The Los Angeles County Pooled Investment Fund
 - Certificates of Deposit, insured by the Federal Deposit Insurance Corporation and which mature in one year or less.
 - Securities backed by the full faith and credit of the United States Government and which mature in one year or less.
 - Money market savings accounts and demand deposits provided that no deposits in any one institution shall exceed the amount insured by the Federal Deposit Insurance Corporation.
- The SBCCOG shall strive to maintain the level of investment of its idle funds at as near 100% as possible, through timely projected cash flow determinations. Investment transactions are the responsibility of the SBCCOG Treasurer.

October, 2005 - Travel Policy

Travel is reimbursable by the SBCCOG under the following conditions:

- All reimbursement for travel shall be on a case by case basis and approved by the Steering Committee. If the trip comes up between meetings, the Chair can authorize the expense and it will be reported at the next Steering Committee meeting.
- Only Board members or Alternates shall be eligible for reimbursement after they have used any travel funds that their city provides first.

- Travel shall be reimbursed if the purpose of the trip is to promote part of the SBCCOG work program and if the traveler is representing the SBCCOG. This would include conferences or seminars on specific topics with subject matter experts but not general conferences of League of Cities, Contract Cities or Independent Cities Association.
- Only 2 board members or alternates will be reimbursed on any individual trip. Preference will be given to those that serve on SBCCOG committees or attend SBCCOG working group meetings.
- Reimbursement will be made for travel, food and lodging.
- A report on the trip will be required to be submitted along with the reimbursement request. It should include the purpose of the trip, whether it met expectations and whether there are any next steps for the SBCCOG.
- Travel for the SBCCOG staff is approved by the Steering Committee separate from this policy and on a case by case basis.

August, 2008 – Green Purchasing Policy

October, 2008 – Financial Policies and Procedures Manual

February, 2009 – Approval of Standing Invoices that are the same every month and within the adopted budget.

August, 2009 - Amendment to Authorization for Contract Approvals

- The Executive Director has authorization to enter into contracts up to \$2500 with the requirement that these are budgeted and that reports on any contracts entered into be reported to the Steering Committee at the next meeting.
- The Steering Committee has authorization to enter into contracts up to \$7500 with the requirement that they are within the budget.
- Any contract for an item which is not in the budget would be approved by the Board of Directors and include a budget amendment.
- At the beginning of each fiscal year, the Steering Committee will approve payment for the year of invoices that are the same each month such as rent.

August 2012 – Terms for SBCCOG representative on outside boards

- SBCCOG representatives on outside boards serve that have no established terms serve at the pleasure of the SBCCOG. They are expected to regularly attend the meetings to which they were appointed and to report policies, trends and upcoming issues to the SBCCOG Board of Directors on a regular basis.
- Procedures for selection and retention of these representatives are as follows:
 - Representatives who have missed 3 consecutive meetings of the committee that they have been appointed to may be removed by the Steering Committee at a regular meeting. Notice will be sent to the representative that this issue is on the agenda if they wish to come and explain their absences.
 - Appointments will be made for a two year term by the SBCCOG with the ability to reapply at the end of the term. The terms should commence in January of odd years starting in January, 2013. Nominations will be accepted starting in October, 2012.

December 2012 - Endorsements for Appointments

- Appointments: Approved a policy that the SBCCOG will not endorse for representatives on regional or state boards if there is more than one SBCCOG member seeking the position

May, 2013 – Budget Reserves

- SBCCOG policy is to maintain a reserve of 25% of expenditures.
- Because of the large number of grants, there should be a 5% reserve for grants.

August, 2013 – Standard RFP Guidelines established

RECOMMENDATION

Receive and file

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South Bay Cities Council of Governments

January 12, 2015

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, Executive Director

RE: Audit Services

Adherence to Strategic Plan:

Goal D: Organizational Stability. Be a high performing organization with a clear path to long-term financial health, staffing continuity and sustained board commitment.

Background

The SBCCOG has a policy to re-evaluate contracts after 3 years. We are now at the end of our 3 year contract with our auditor, Moss, Levy & Hartzheim, LLP but it also includes an option for 2 – 1 year extensions with an increase of approximately 3% per year based upon the local cost of living index.

Staff has polled our cities and the audit firms that they use as well as the changes that they have made. Some cities change around and some don't. There is certainly not a pattern of changing every 3 years. The list of city audit firms and their length of service is available on request and will be at the meeting.

Also, it should be noted that 3 years ago, when our contract was expiring with our auditor at that time, they doubled their cost. We went out to bid and received no bids the first time around and had to do a second solicitation.

We have been satisfied with the services that we have received from our current auditor.

RECOMMENDATION

Staff would like the Steering Committee's direction on the following options:

- 1) Exercise 1 year of 2 year option to remain with current auditor for 2015 audit.
- 2) Exercise 2 year option to remain with current auditor for 2015 and 2016 audits
- 3) Issue RFP for auditing services for 2015, 2016, 2017 with two year option (2018, 2019).

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