

South Bay Cities Council of Governments

Steering Committee AGENDA

Monday, August 13, 2018

12:00 pm

SBCCOG Office

20285 Western Avenue, Suite 100

Torrance, Ca. 90501

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA

- **ACTION:** Receive and file

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA

IV. PUBLIC COMMENT

V. CONSENT CALENDAR – action items noted, remainder are receive & file – 12:05 pm

A. Steering Committee – July 9 meeting minutes attached (Pages 5-8)

- **ACTION:** Approve

B. WBMWD 2018-2019 Contract

- Contract, Scope and budget attached – contract should be available by the meeting (Pages 9-22)

- Note that this contract is for a 10 month period from September 1, 2018 to June 30, 2019 to get us aligned with the fiscal year

- **ACTION:** Recommend Board approval

C. PATH 2018-2019 Contract

- To be available at the meeting – similar to last year

- **ACTION:** Recommend Board approval

D. Green Business Network contract with the City of Torrance

- Attached is the contract and the scope of work (Pages 23-36)

- **FYI** - SBCCOG legal counsel has raised the following issues that we have requested the City of Torrance review and revise if possible. None are deal breakers.

- Section 4A Termination without Cause is unilateral in City's favor - requesting mutual

- Section 15 Indemnity is unilateral - requesting mutual

- **ACTION:** Recommend Board approval of contract as submitted with changes. If changes are not acceptable to the city, accept contract as written

E. Homeless Services Scope of Work with LA County and the SBCCOG

- Scope to be available at the meeting

- **ACTION:** Recommend Board approval

F. 2018 General Assembly Payments still outstanding

- \$1000 from Janice Hahn

G. 18-19 Dues Outstanding as of August 5

- Carson, Gardena, Hawthorne, Rolling Hills Estates, LA County

H. CALCOG Additional Assessment

- For your information – The CALCOG Board approved an additional assessment \$175 - related to transportation infrastructure investment research in which CALCOG made a contribution in September-October of 2017. One of the outcomes of this effort was a study detailing the economic benefits of investment in California's transportation infrastructure.
- The additional assessment will be included in the mid-year budget modification of expenses.

I. South Bay Environmental Services Center Activities Report – attached (Pages 37-42)

VI. ACTION ITEMS

J. SCE 2019 Budget – potential/proposed \$160,000 loss – 12:10 pm

- Kim will provide a report
- **ACTION:** Provide direction

K. Board Meeting agenda development (draft agenda attached) – 12:20 pm (Pages 43-44)

- August
 - Face of the Program – Marilyn Lyon
 - Green Line Operating Issues
 - November Ballot Propositions
 - Measure H – where we are and where we are going??
 - **ACTION:** Provide direction
- September – **no location change**
 - LAWA Transformation – Deborah Flint, Chief Executive Office confirmed
 - Mark Pestrella, LA County Public Works Director, Stormwater Ballot Measure
 - Homeless Services Contract with County and COG
- October
 - Victoria Park re-development – speaker confirmed, Ryan Kristan, Architect & Project Mgr, LA County Public Works
- Future meetings
 - Green Line Extension Alternatives
 - Strategic Vision of Uber and Lyft
 - Drone Ordinances
 - Role of Municipal Operators
 - State Cannabis proposed final regulations released which will go into effect [on Jan 1st](#).
 - Scooter survey update
 - Smart Cities

L. Special Events – 12:30 pm

- South Bay Goods Movement Project Management Course – November/December – 4 – 2 hour courses for city staff and consultants – Nov. 9, 16, 30, Dec. 7
- Tour of LAX – October 3rd 10:00 AM – 11:30 AM. Full names and Driver License or ID#. Shuttle 25; bus – more
- Space X and Boring Company Tunnel Tour - October
- Possibilities
 - Public Engagement and Technology Workshop

M. 2019 General Assembly Updates – Thursday, February 28, 2019 – 12:35 pm

- Sponsorships
- VIP reception
- **ACTION:** Provide direction

N. Transportation Committee Items, if necessary – 12:40 pm

O. Legislative Issues – **12:50 pm**

- Legislative Matrix attached (**Pages 45-50**)
- Safe Drinking Water Ballot Measure – Sept
- Statewide Ballot Measures
 - Memo attached (**Pages 51-53**)
 - **ACTION:** Recommend Board approval of recommended positions

P. Consideration of Former Non-Elected Chairs Advisory Group – 1:05 pm

- **ACTION:** Provide direction

Q. Approval of Invoices – available at the meeting – **1:15 pm**

- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

R. Regional Broadband Network Initiative – **1:20 pm**

- Final questions posted August 6 – proposals due September 4.
- Update on Dig Once Trenching discussions with utilities

S. Regional Bike Share Coordination – **1:25 pm**

- Survey being distributed by SBCCOG and cities
- Update on Caltrans slow speed network

T. Update on Homeless Program – **1:30 pm**

- City count available
- Possible August 23 workshop on homeless issues for cities
 - Reflect and share lessons learned on planning efforts and goals including in the Plans
 - Entering the implementation phase
 - Public Communication & Siting Toolkit

U. Follow-Up: Internet Service Provider (ISP) Site Evaluation for SBCCOG Office – 1:35 pm

- Memo attached (**Page 55**)

V. Progress on Special Purpose Grants – **1:45 pm**

- i. Currently funded
- ii. Ongoing
 - a. Homeless Services coordination – County and PATH
 - b. Measure M administration
- iii. Special Projects
 - c. Regional Broadband network – SBWIB and County
 - d. SCE/SCG Strategic Plan funds – for energy benchmarking for cities
 - e. Caltrans Planning Grant for Slow Speed Network Feasibility Study
 - f. CSUDH/SBWIB/SBCCOG application re: study of student transportation/telecommuting in the South Bay with SB 1 research funds
 - g. Solsmart for participating cities of Carson, El Segundo, Gardena, Hawthorne, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, & Torrance
 - h. Proposals pending
 - i. Green Business Network for City of Hawthorne and City of Torrance

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

W. Other updates since agenda distribution – **1:50 pm**

NEXT STEERING COMMITTEE MEETING – Monday, September 10, 2018 @ 12:00 pm

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

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South Bay Cities Council of Governments

Steering Committee Minutes Monday, July 9, 2018

Attendees: Britt Huff (Chair, Rolling Hills Estates), Christian Horvath (1st Vice Chair, Redondo Beach), Drew Boyles (El Segundo), Olivia Valentine (2nd Vice Chair, Hawthorne), Jim Osborne (Immediate Past Chair, Lawndale), Hany Fangary (Hermosa Beach), Ralph Franklin (Inglewood), Robert Saucedo (Supervisor Ridley-Thomas), David Lesser (Manhattan Beach), Jim Gazeley (Lomita), Jacki Bacharach, Kim Fuentes, Steve Lantz (SBCCOG), Pamela Manning (LA DPW), Alexa Davis (RHE staff)

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA

- **ACTION:** Received and filed – OSBORNE/HORVATH

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA – MORE ISSUES ON LEG. ITEM – TRANSPORTATION ITEM FIRST/LEGISLATIVE ITEM - OSBORNE/FRANKLIN

IV. PUBLIC COMMENT - NONE

V. CONSENT CALENDAR – action items noted, remainder are receive & file - 12:05 pm – APPROVED - OSBORNE/HORVATH

- A. Steering Committee – June 11 meeting minutes attached
 - **ACTION:** Approved –
- B. First Amendment to Memorandum of Understanding with WRCOG re: participation in HERO
 - Amendment attached
 - **ACTION:** Recommended Board approval
- C. Civic Spark service agreement
 - Agreement attached
 - **ACTION:** Recommended Board approval subject to legal review
- D. 2018 General Assembly Payments still outstanding
 - \$1000 from Janice Hahn
- E. South Bay Environmental Services Center Activities Report – attached

VII. ACTION ITEMS

- A. Transportation Committee items –
 - **HORVATH RE: DISCUSSION ON OPERATING PLAN FOR GREEN LINE/CRENSHAW LINE OPERATING PLAN. WE WOULD LIKE METRO TO BRING ON A PRE-APPROVED CONSULTANT ON THE METRO BENCH TO EVALUATE THE 9 ALTERNATIVES THAT WERE PREVIOUSLY CONSIDERED. JULY 26 WORKSHOP. AUGUST MEETING DECISION.**
 - **FRANKLIN/HORVATH – ASK METRO FOR THE FUNDING. DO FLYER FOR WORKSHOP – INVITING SERVICE COUNCIL AND TRANSIT OPERATORS. – sent out 7/12/18**
 - **HORVATH/OSBORNE - SBCCOG HAVE AUTHORITY TO AWARD CONTRACT IF NO OTHER FUNDING IS FORTHCOMING**

- B. Legislative Issues – 12:50 pm
- Legislative Matrix attached
 - AB 987 – request for support from Ralph Franklin – information attached – **FRANKLIN MADE PRESENTATION. STREAMLINED CEQA PROCESS – STILL HAVE TO DO CEQA. ELIMINATES THE APPEAL PROCESS. CITY GOT THE LAND FROM THE FEDS WITH THE UNDERSTANDING THAT IT WOULDN'T BE USED FOR HOUSING. OTHER STADIUMS HAVE GOTTEN THIS STREAMLINING. \$100 MILLION OF PRIVATE FUNDS. BEEN BEFORE 2 SENATE COMMITTEES AND PASSED. NOW TO SENATE APPROPRIATIONS COMMITTEE ON AUGUST 6. ASKING TO SEND LETTER TO AUTHOR. GAZELEY/VALENTINE TO SUPPORT. UNANIMOUS**
 - AB 3194 amended – reconsider oppose position? – **BOYLES/HORVATH – GO NEUTRAL**
 - Added AB 2989 re: motorized scooters to monitor
 - **ACTION:** RecommendED Board approval of recommended positions
 - **Safe, Clean Water Program and funding measure decision by Board of Supervisors postponed to Tuesday, July 17. INFO OUT JULY 11 AT LATEST.**
 - **CPUC REQUEST FOR RE-HEARING ON COST EFFECTIVENESS – JOINT LETTER BEING PREPARED BY STATE LOCAL PARTNERSHIPS AND DOING OUR OWN AS WELL – WE'VE MET WITH CPUC, ENERGY DIVISION REPRESENTATIVES AND OTHER PARTNERSHIPS – AUTHORIZATION TO WORK WITH STATE LETTER, AND OUR OWN LETTER WOULD BE FROM ELECTED OFFICIALS. TOO LATE FOR US TO BE A PARTY – CONSENSUS TO CONTINUE WITH WHAT WE ARE DOING**
 - **FANGARY - CALIFORNIA SAFE ACT OF 2018 – REDUCING CRIME . INCREASES DNA TESTING. LCC SUPPORTS WE THINK HB POLICE CHIEF SUPPORTS. – 7/12/18 per Papa, it's on the 2020 ballot**
- C. ISP provider – possible savings – authorize site evaluation – memo attached – **SPECTRUM LOOKS LIKE BEST OPTION. NEED ASSESSMENT OF THE BUILDING. WE MET WITH THE PROPERTY MANAGER TOO TO INFORM HIM TOO. LESSER/SAUCEDO TO AUTHORIZE CHAIR TO SIGN LETTER FOR SITE EVALUATION BY SPECTRUM AT NO COST.**
- D. Commitment letters for new officers, at large Steering Committee members and SBCCOG representatives to outside agencies - **12:10 pm**
- It has been several years since these letters have been reviewed and another look at their effectiveness is in order.
 - **ACTION: GAZELEY – LETTERS NOT VALUABLE. LESSER – LOSE THE APPOINTMENT WITHOUT THE REPORT TO THE BOARD AFTER 3 CONSECUTIVE MEETINGS. SAUCEDO/HORVATH TO APPROVE LESSER STATEMENT OF LOSING APPOINTMENT WITHOUT REPORT TO BOARD AFTER 3 CONSECUTIVE MEETINGS. FYI TO THE BOARD**
- E. Board Meeting agenda development (draft agenda attached) - **12:20 pm**
- July
 - Face of the Program – Martha Segovia
 - Greg Stevens with quarterly update
 - Emergency management speaker Jeff Robinson, Area G Coordinator confirmed
 - August
 - Conflict with LCC Installation Dinner discussed. Possible dates for the Board meeting are Wednesday, August 29 or Thursday, August 30.
 - **FRANKLIN – CAN'T COME ON ALTERNATE DATES.**
 - **FANGARY – DON'T RE-SCHEDULE – WILL LOSE PEOPLE.**
 - **ACTION: DON'T CHANGE THE DATE**
 - September
 - LAWA Transformation – Deborah Flint, Chief Executive Office confirmed

- Future meetings
 - Victoria Park re-development – speaker invited
 - Green Line Extension Alternatives and Operating Plan issues
 - Strategic Vision of Uber and Lyft
 - Drone Ordinances

F. Special Events – 12:30 pm

- Public Engagement and Technology Workshop – **BRING BACK INFORMATION**
- Tour of LAX – **AUGUST/SEPTEMBER** – *request sent 7/12/18*
- Boring Company Tunnel Tour & Space X Tour – **cap visits at 20 people and visits typically take roughly 1.5 hours. Don't typically give formal "presentations" as they prefer to speak about the company and take questions during the tours in the field; past experience has shown that this creates the most productive forum for conversation. Need list of attendees and confirmation of U.S. citizenship**
ACTION: FIND DATE IN OCTOBER – too hot earlier– contacted Boring 7/11/18, confirmed for October. Will pick date in September.

G. 2019 General Assembly Updates – Thursday, February 28, 2019 - 12:35 pm

- Sponsorships – **CONSULTANT – NEXT MEETING??**
- VIP reception – **HORVATH - DON'T CARE. LESSER - PRESS RELEASE – PROFILE OF THE SBCCOG – TELL PEOPLE WHO WE ARE. WHAT IS THE SBCCOG/SBESC? RECEPTION NOT IMPORTANT.**
 - a. **BOYLES – NOT WELL DEFINED PURPOSE.**
 - b. **FRANKLIN – WAY TO SAY THANK YOU TO THE SPONSORS. THE FAITHFUL SPONSORS**
 - c. **BOYLES - EXPLAIN TO THE SPONSORS WHAT THEY HAVE ALLOWED US TO DO. SPONSOR RECOGNITION DURING LUNCH?**
 - d. **LESSER - DO SPONSORS CARE?**
 - e. **FUENTES – BRING IN ADDITIONAL FUNDING. WILL COST ABOUT \$10,000.**
 - f. **STAFF REPORT - THURSDAY, FEBRUARY 21 – 2 HOUR RECEPTION IN EL SEGUNDO. HEAVY HORS D'OEUVRES – HOSTED BAR WITH BEER AND WINE AND CHAMPAGNE TOAST. 2 DRINK TICKETS PER PERSON. WATER AND COFFEE. SPONSORS, LEGISLATORS, GENERAL ASSEMBLY SPEAKERS, KEY CITY STAFF.**
 - g. **FRANKLIN AGAINST COMMISSIONERS AND DOESN'T WANT ALCOHOL**
 - h. **NO RECEPTION – 3 PM TO 4 PM ON GA DAY FOR RECOGNITION TO SPONSORS**
 - i. **BOYLES – IF LAKERS FACILITY AND FAMOUS SPEAKER– IT WOULD WORK**
 - j. **PUT IN WRITING WHAT THE INTENT OF THE EVENT IS**
 - k. **HUFF – EL SEGUNDO – YES ALCOHOL; IF AT EVENT – ALCOHOL.**
 - l. **FANGARY – NO HOST BAR OR SPONSORED BAR**
 - m. **CITY COMMISSIONERS ONLY IF ON DAY OF THE EVENT**
 - n. **ACTION: DEADLINE FOR SPEAKER AND VENUE BY END OF AUGUST. IF NOT KNOWN BY THEN, THEN CONSIDER DAY OF OR NOTHING**

H. Approval of Invoices – available at the meeting – 1:00 pm

- **ACTION:** Approved invoices for payment **FRANKLIN/BOYLES**

VI. INFORMATION ITEMS

A. Regional Bike Share Coordination – 1:05 pm

- **SUCCESSFUL SBCCOG BIKE/E MOBILITY EXPO – STAFF SUPPORTED IT AND EXPRESSED THEIR APPRECIATION**
- **ONLY 2 ELECTED OFFICIALS ATTENDED**

- **BOYLES - BIRD DROP IN EL SEGUNDO. LIME BIKES HAVE BEEN WORKING WITH THE CITY AND BIRD JUST DID IT AND ASKED FORGIVENESS. 2 WEEK TRIAL. 600 SURVEY RESULTS. PRELIMINARY RESULTS MIXED. PROBLEM**

WITH E/W THIS IS SOLVING. CAN GET UP GRAND AVENUE HILL WITH THE SCOOTERS. BIRD WILL PRESENT AT JULY 17 MEETING.

■ **UBER PARTNERING WITH LIME BIKES**

■ **VALENTINE – MULTI-JURISDICTIONAL APPROACH?**

■ **HORVATH – TRIED A REGIONAL APPROACH IN HIS COUNCIL AND 2 PUSHED BACK. IF BIKE GROUP IS RETICENT, THEN MAYBE THIS GROUP CAN REQUEST A REGIONAL APPROACH. NOT A GOOD IDEA TO GEO-FENCE BETWEEN CITIES**

■ Shared mobility update excerpted from Transportation Committee monthly report – attached

■ 15 transit and tech companies sign compact promoting equity, environmental, and social concerns.

<https://www.curbed.com/2018/2/1/16960716/uber-lyft-urban-transit-livable-cities-traffic>

B. Senior Tri-Shaw Pilot – 1:15 pm

■ A meeting was held with Beach Cities Health District and Supervisor Hahn’s staff concerning partnering to provide tri-shaw rides for seniors in the South Bay

■ **CONCERNED RE: SHARING THE ROAD. BIKE PATH MIGHT NOT ALLOW IT**

■ **NOT A PRIORITY AT THIS TIME**

C. Update on Homeless Program – 1:20 pm

■ City count should be available by end of July

■ **COUNTY FUNDING FOR 8 YEARS MORE – LIFE OF MEASURE H. WOULD LIKE A SUMMIT FOR CITIES IN AUGUST – 22 OR 23.**

SEPTEMBER DRAFT STATEMENT OF WORK TO THE BOARD FOR THE COMING YEAR

D. Regional Broadband Network Initiative – 1:25 pm

■ Today is the last day for proposers to submit questions. Answers must be posted on our website by July 27

E. Office Issues – 1:30 pm

■ The lease for the SBCCOG/SBESC offices is expiring in November 2019. In preparation, a meeting was held with the building management company

■ **CONSIDER BROKER FOR NEW OFFICE SPACE? BRING BACK IN SEPTEMBER**

F. Progress on Special Purpose Grants - 1:35 pm

■ Currently funded

i. Regional Broadband network – SBWIB and County

ii. Homeless Services coordination – County and PATH

iii. SCE/SCG Strategic Plan funds – for energy benchmarking for cities

iv. CSUDH/SBWIB/SBCCOG application re: study of student transportation/telecommuting in the South Bay with SB 1 research funds

v. Solsmart for participating cities of Carson, El Segundo, Gardena, Hawthorne, Manhattan Beach, Palos Verdes Estates, Rancho Palos Verdes, & Torrance

vi. Green Business Network for City of Torrance

■ Proposals pending

i. Measure M administration

ii. Green Business Network for City of Hawthorne

■ Under Discussion

i. CARB

IX. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

V. Other updates since agenda distribution – 1:40 pm

NEXT STEERING COMMITTEE MEETING – Monday, August 13, 2018 @ 12:00 pm

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

AMENDMENT NO. 3
to
PROFESSIONAL SERVICES AGREEMENT NO. W2676
between
WEST BASIN MUNICIPAL WATER DISTRICT
and
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
for
WATER EFFICIENCY PROGRAMS PARTNERSHIP

As of July 31, 2018, the West Basin Municipal Water District, herein "DISTRICT" and the South Bay Cities Council of Governments herein "CONSULTANT", agree as follows:

SECTION 1 - PURPOSE

The DISTRICT retained CONSULTANT to furnish consulting services under Agreement W2676 dated September 1, 2016, hereinafter called "Original Agreement". The parties desire to modify the Original Agreement to reflect additional costs, amended services, and an extension of term.

SECTION 2 - CONTINUED SERVICES OF CONSULTANT

Section 23 is added to the Original Agreement to read:

"SECTION 23 CONTINUED SERVICES OF CONSULTANT

The CONSULTANT shall perform the additional consulting services for the Water Efficiency Programs as requested by the DISTRICT and as further defined in the attached Scope of Work (Exhibit "D"). The DISTRICT shall pay the CONSULTANT not to exceed \$178,045.00 for the added services authorized under this Section. Fees shall be paid in accordance with the attached fee schedule contained in Exhibit "D". Total payments to CONSULTANT under the Original Agreement, subsequent amendments, and this Amendment shall not exceed \$557,229.00.

SECTION 3 - AMENDED TERM

Section 3 of the Original Agreement shall be replaced in its entirety with the following:

“SECTION 3 - TERM

The term of this Agreement shall be for a period of thirty-four (34) months commencing September 1, 2016 and concluding June 30, 2019.”

SECTION 4 - OTHER

Except as provided herein, the Original Agreement is affirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

West Basin Municipal Water District

By: _____ Date _____
Patrick Sheilds, General Manager

APPROVED AS TO FORM:

By: _____ Date _____
Olivarez Madruga Lemieux O'Neill, LLP
District Counsel

APPROVED:

CONSULTANT

By: _____ Date _____

Name & Title: _____
(please print)

GM:yl T:\...Agr.FY18-19W2676A3



**Water-Efficiency Program Partnership between
West Basin Municipal Water District and the
South Bay Cities Council of Governments**

**“SCOPE OF WORK”
September 1, 2018 – June 30, 2019**

This “Scope of Work” (SOW) covers the programs and activities that the South Bay Environmental Services Center (SBESC), a program of the South Bay Cities Council of Governments (SBCCOG), will conduct in support of West Basin Municipal Water District’s (West Basin) programs for a **10-month period, commencing on September 1, 2018 through June 30, 2019.** Normally, the Agreement term is 12 months, but an adjustment is being made this contract year to bring the contract term back to a West Basin Fiscal Year period (July 1 – June 30.) The total Agreement amount will not exceed **\$178,045.**

The SOW tasks include education, coordination, and implementation of West Basin’s programs as shown below. With West Basin’s prior approval, this agreement can allow for the addition, removal, or substitution of programs in the event that the timing or budgetary process for a specific task makes its implementation infeasible during the duration of this agreement. If programs are added or substituted, the total amounts will not exceed the Board approved contractual amount of this agreement.

This SOW includes activities for the following categories:

1. Educational Outreach Support	\$78,220
	(\$7,822 / 10-month period)
a. Exhibit events	
b. Kiosk	
c. Media/Web/E-mail	
d. On-Going Water Reliability outreach	
e. Outreach and support for West Basin Water Bottle Filling Station	
f. SBCCOG Governing Board, Steering Committee, and Infrastructure Working Group outreach	
2. Support for Workshops & Events	\$33,625
a. Promote and assist with Educational Classes	
b. Assist with Rain Barrel Distribution Events	
c. Assist with Greywater Classes	
3. Administer Cash for Kitchens Program	\$ 35,700
4. Provide Outreach for Disadvantaged Communities (DAC) Clothes-Washer Program	\$ 19,500
5. Training / Certification Program	\$ 2,600
6. IRWMP Assistance	\$ 3,900
7. Green Building Program	\$ 4,500
Total	\$178,045

Billing Instructions for SOW

The tasks for the Educational Outreach Support category will be billed on a pro-rated monthly basis (\$7,822 per a 10-month) and all invoices will include the following: a summary of activities (by Director Division), copies of receipts, a year-to-date tracking of budgets and labor hours, copies of articles or press releases, sign-in sheets, photos, and any other back-up documentation that supports the deliverables on the invoice. Also, the SBESC will include in its monthly reports the number of people reached at each event and the total estimated number reached. The tasks associated with categories 2-6 above will be billed monthly based on a time and materials basis as work is completed. Task 7 Green Building Program amount will be billed as a one-time amount (\$4,500).

1. Educational Outreach Support of West Basin's WR Programs

The SBESC will help communicate West Basin's WR Program to the public through its outreach efforts and existing communication channels. **The goal is to conduct program activities equally in each of West Basin's five electoral divisions in the South Bay.** SBESC will track all activities utilizing an Excel spreadsheet that is separated by each Director's Division.

Activities

- A. Exhibit Events** – SBESC will inform the community about West Basin's WR Programs at the various exhibit events it attends.
- SBESC will provide outreach for West Basin at a minimum of 100 exhibit events. The SBCCOG staff and volunteers will take digital photos at the events and provide them to West Basin. These photos will provide visual examples of the work conducted by the SBESC.
- B. Kiosk** – SBESC will be responsible for promoting West Basin's WR Program at the two current Kiosks; one located at the Promenade on the Peninsula and the other at the California Small Business Development Center (hosted by El Camino College). SBESC will provide photos and a list of items that are contained in the Kiosk and will coordinate with West Basin to keep the materials updated. SBESC will also research other locations that may have Kiosks and provide additional promotional opportunities.
- C. Media/Web/E-mail** – SBESC will disseminate WR Program information through its existing communication channels, including but not limited to, its web site, e-mail blasts, Facebook, twitter, and other social media. SBESC communications, such as its monthly newsletter, will also be utilized. The SBESC will conduct the following number of activities:
- Communicate WR Program at a minimum of one article per SBESC e-Newsletter and also promote via 30 e-mail blasts.

D. On-Going Activities

- SBCCOG staff will provide the SBCCOG Board of Directors, City Managers, and others at the SBCCOG Committee meetings with regular updates on West Basin's water-efficiency programs and WR efforts. (SBESC will track and document these efforts in the monthly invoicing and reporting);
- Cities - SBESC will communicate WR to its cities through its contacts and committees;
- Chambers of Commerce – SBESC will provide West Basin's WR Program information, as it relates to businesses, to the South Bay Association of Chambers of Commerce and all other chambers located within West Basin's service area, including the L.A. County unincorporated areas covered by the SBCCOG service area;
- Education Center – SBESC will keep West Basin's display up-to-date at its office/education center, with current and relevant West Basin information;
- Train 100% of the SBCCOG volunteers on West Basin's WR & water-efficiency programs, and also invite West Basin staff to attend and participate; and
- SBESC will provide West Basin with a schedule of its outreach events on a weekly basis, or as updates occur. This communication will assist West Basin staff with scheduling loads and avoid event conflicts.

E. Water Bottle Filling Station Program

- Working with West Basin staff, SBESC will conduct outreach and marketing for West Basin' Water Bottle Filling Station Program throughout the SBESC service area until grant dollars are fully expended or until West Basin reaches its maximum applicant commitment.

F. SBCCOG Outreach

- As needed, SBESC shall assist West Basin to coordinate and schedule program and project briefings and updates to the SBCCOG Governing Board, Steering Committee, and the Infrastructure Working Group.

WEST BASIN TASKS (TASK A – F)

West Basin will:

- Continue to coordinate with SBESC to ensure they have adequate supplies of West Basin's most updated outreach materials;
- Provide input on newsletter topics;
- Provide SBESC with a schedule of its outreach events, at the very least, on a monthly basis, or as updates occur. This communication will keep the SBCCOG staff informed and updated on West Basin's conservation and outreach events; and
- Provide all marketing materials for the West Basin Water Bottle Filling Station Program, schedule a program briefing with SBCCOG staff, which shall include all past applicants, grant program rules and regulations, and program capacity.

SBESC TASKS

- The SBESC will develop a regular and agreed upon schedule with West Basin for ordering supplies. The SBESC will coordinate with West Basin's Conservation and Public Information Departments; and
- The SBESC will schedule SBCCOG committees if and when possible.

2. Support of Workshops and Events (Tasks A - C)

All informational documents related to events/activities that SBESC is responsible for supporting (such as flyers) will be reviewed by SBESC prior to distribution to help ensure details are correct and that there is consistency in deployment between the organizations.

A. Educational Classes: California Friendly Landscape Training Classes (CFLT), Turf Removal (TR), 1-hour Landscape Classes and Hands-on-Workshops (HOW's)

The SBESC will assist in promoting a combination minimum of five (5) and maximum of eight (8) CFLT landscape classes, Turf Removal (TR), 1-hour Landscape Classes or HOWs to cities throughout the South Bay and L.A. County unincorporated areas.

The SBESC will work with West Basin staff to schedule the classes. West Basin will coordinate with the SBESC staff to provide the cities, locations, and possible contacts, and the SBESC will be responsible for contacting each site regarding the following; reserving the site, inquiring about facility fees, permits, insurance, inquiring about AV requirements, parking and restroom facilities, etc. Also, the SBESC will inquire about promoting at the sites potential marque sign, counter, display, etc.

The CFLT and TR classes are being funded by the Metropolitan Water District (MWD) and the 1-hour landscape classes and Hands-on-Workshops are being funded by West Basin. West Basin will work with MWD to schedule classes and secure a trainer for each class. In order to hold a class, MWD's minimum class size requirement is 20 people; however, SBESC cannot guarantee or be held responsible for the minimum class size. Also, MWD has developed a Spanish and Chinese CFLT class. If opportunities present themselves, West Basin will work with the SBESC to implement a few of these classes, but stay within the 5-8 total number of classes and HOWs. The tasks are shown below.

SBESC TASKS

- Work with the West Basin staff and the various facilities to schedule the classes. The SBESC will coordinate and obtain approval from the various sites to hold the classes.
- Inquire about any site permit, application, and insurance requirements and bring them to the West Basin's attention.
- Promote every CFLT, TR Class, 1-hour Landscape Class, and HOW via all SBESC communication channels;
- Reach out to city contacts, libraries, etc., and request that they promote the classes on their web site, social media, advertisement boards, announcements, newsletters and that they e-blast to their listserv;
- The SBESC will track and document the various marketing activities conducted by its staff and, to the best of its ability, conducted by the local cities and organizations with

which it coordinates and provide the information as part of the monthly billing / reporting;

- Strive for an attendance of 20-50 participants per class and take class reservations by phone and online reservation system;
- Provide residents with reminder emails (2) and also request residents confirm their attendance to classes, workshops and rain barrel events;
- Attend each CFLT, TR, 1-hour landscape class, and HOW in the SBCCOG's geographical area and provide/coordinate the following:
 - Appropriate snacks for each class.
 - In order to comply with the green and sustainable practices of each city, SBCCOG staff will try to use "green" and recyclable products and try to eliminate the use of packaging, Styrofoam, and non-recyclable plastics at the events.
- Conduct sign-in registration on day of each class and workshop and provide West Basin with a copy of the sign-in sheet for events within the South Bay territory;
- Database the registrants and provide West Basin with the digital spreadsheet; and
- Promote all West Basin programs at classes and workshops.

Note: For the areas outside of the SBCCOG service area, but within West Basin (such as Culver City, West Hollywood, Malibu, and Topanga), SBESC will provide the following services: take RSVPs, provide energy outreach materials to West Basin, send out class reminder e-mails, develop a RSVP electronic database and assist with ordering the refreshments (but not pay for food). No day of or on-site services will be provided. West Basin staff will schedule and attend these Division IV classes.

WEST BASIN TASKS

- Work with the Board to select cities and locations to hold the classes;
- Provide locations to the SBESC staff to schedule the locations and coordinate with site contacts;
- Work with local water purveyors and cities to send flyers to water users and invite them to the class;
- Provide instructor for classes and training materials;
- Provide SBESC with event flyer no later than one month prior to event; and
- Develop material to promote the classes.

B. Assist with Rain Barrel Distribution Events

The SBESC will assist West Basin with coordinating five (5) Rain Barrel Distribution Events and will provide a **minimum of two (2)** SBCCOG staff people at the event to handle the participation forms. West Basin will provide non-profit groups and volunteers at each event. The SBESC will instruct and direct several of the volunteers to assist with the registration forms. West Basin/SBCCOG staff will direct and assign the volunteers with traffic control and loading duties.

The SBESC will work with West Basin staff to schedule and coordinate each event. West Basin will coordinate with the SBESC staff to provide the cities, locations, and possible contacts, and the SBESC will be responsible for contacting each site regarding the

following; reserving the site, inquiring about facility fees, permits, insurance, parking and restroom facilities, etc. Also, the SBESC will inquire about promoting at the sites potential marquee sign, counter, display, etc. West Basin staff will schedule and attend these Division IV events.

The SBESC will conduct the following in coordination with West Basin:

SBESC TASKS

- Schedule and coordinate with the site staff for each event;
- Inquire about any site permit, application, and insurance requirements and bring them to the West Basin's attention.
- Take RSVPs prior to the event and send out reminder notices;
- Attend the event and handle the registration process;
- Work with West Basin's non-profit Community-Based Organization (CBO) volunteers;
- Coordinate with the various partners and vendors;
- Have each volunteer sign a West Basin Hold Harmless waiver form;
- Hold a safety meeting and provide each volunteer with a safety vest;
- Assign roles and train the volunteers on the various duties at the event;
- Provide healthy snacks and refreshments for volunteers at the events;
- Sign guests in and develop a sign-in list and database to provide to West Basin; and
- Track and conduct additional outreach to previous registered participants, who were unable to attend and fulfill their reservation, and provide invitations to future West Basin rain barrel distribution events.

WEST BASIN TASKS

- West Basin to provide the SBESC with the future rain barrel locations and contacts;
- Work closely with the SBESC to coordinate distribution events;
- Provide the non-profit CBO volunteers for each event;
- Provide the SBESC with the Hold Harmless waiver form;
- Schedule the event dates and secure the event locations; and
- Procure the rain barrels and have them delivered to the event site.

C. Coordinate Greywater Workshops

The SBESC will assist in promoting, registering / data basing, tabling, and providing refreshments at West Basin's Greywater classes/workshops throughout West Basin's service area in the South Bay and L.A. County unincorporated areas.

West Basin was awarded a grant from the United States Bureau of Reclamation for this project. The goal of the workshop is to incentivize residents to convert their systems to laundry-to-landscape system. Due to lower than expected conversion rates, West Basin staff is currently redesigning this project in order to increase the number of conversions.

The original goal of this task was to conduct 5 large Rainwater / Greywater Symposiums (Step 1) and to invite interested residents to one of the 5 Greywater “Hands-on-Workshops” (Step 2) that focus on greywater system installations.

West Basin is converting this project into a direct install program and will only conduct 5 Greywater Workshops. Instead of the two step process, residents will now attend one class and sign-up for their in-home consultation / installation.

By re-designing this project, West Basin plans on converting many systems by providing residents with direct installation professional resources. West Basin will work with SBESC to schedule the 5 (five) workshops and West Basin will secure a trainer for each class.

SBESC TASKS

- Schedule 5 workshops;
- Inquire about any site permit, application, and insurance requirements and bring them to the West Basin’s attention;
- Promote every Greywater Workshop via all SBESC communication channels;
- Strive for an attendance of up to 50 participants;
- Take class reservations by phone and online reservation system;
- The SBESC will attend each Greywater Workshop in the SBCCOG’s geographical area and provide/coordinate the following:
 - Appropriate snacks/lunch for each class.
 - In order to comply with the green and sustainable practices of each city, SBCCOG staff will try to use “green” and recyclable products and try to eliminate the use of packaging, Styrofoam, and non-recyclable plastics at the events.
- Conduct sign-in registration on day of each class and provide West Basin with a copy of the sign-in sheet;
- Database the registrants and provide West Basin with the digital spreadsheet; and
- Promote all West Basin programs at classes.

Note: For the areas outside of the SBCCOG service area, but within West Basin (such as Culver City, West Hollywood, Malibu and Topanga), the SBESC will provide the following services: take RSVPs, provide energy outreach materials to West Basin, send out class reminder e-mails, develop a RSVP electronic database and assist with ordering the refreshments (but not pay for food). No day of or on-site services will be provided. West Basin staff will schedule and attend these Division IV classes.

WEST BASIN TASKS

- Work with the Board to select cities and locations to hold the classes;
- West Basin to coordinate with the SBESC and provide the locations and site contacts;
- Work with local water purveyors and cities to send flyers to high residential water users and invite them to the class;
- Provide instructor for classes and training materials;
- Develop a flyer to promote the Greywater classes; and
- Provide SBESC with event/workshop flyer no later than one month prior to event.

3. Administer Cash for Kitchens Program

In 2017, West Basin was awarded grant funding from the Department of Water Resources (DWR) and from the United States Bureau of Reclamation (USBR). Beginning on September 1, 2018 the role of the SBESC for this task will change to the following:

SBESC TASKS

SBESC will now specifically target 75 commercial and institutional kitchen facilities or restaurants with food service and/or kitchen operations on-site, including hospitals, schools, community centers, government buildings, restaurants, grocery stores, and others. As needed, SBESC shall review past program participants and conduct re-visit surveys, with the purpose of identifying new opportunities to provide participants with updated program information and determine if they are eligible for grant-funded device installations through follow-up surveys.

A. Administer Program:

- Outreach and Marketing Activities
 - Receive and redirect any phone calls, emails, or other program inquiries from facilities located outside of SBESC service area to West Basin's Division 4 survey consultant (as directed by West Basin C4K Program Manager);
 - Coordinate with local entities such as cities, school boards, hospitals, Board of Supervisors, Chambers of Commerce and other organizations to identify potential kitchen facilities that would benefit from a water-use survey and potentially from high-efficiency equipment installations. (Please check with West Basin with any questions regarding site eligibility);
 - Distribute, and as needed re-distribute, updated program information and materials through a variety of channels such as targeted emails, phone calls, newsletters, and in-person marketing;
 - Contact institutions with kitchen facilities through various methods to explain the program components, steps and benefits; and
 - As needed, contact previous survey participants to explain new program format and the potential for West Basin to install free high-efficiency devices.
- Scheduling Site Surveys
 - Schedule appointments for 75 site surveys and follow-up with a phone call prior to the survey; schedule surveys to allow for facility manager or owner to be present whenever possible;
 - As needed, review all past survey participants to determine if and when a new, updated survey is required, based on programmatic changes or the addition of new eligible devices.
 - Share survey schedule via email/online database with West Basin Project Manager; and
 - Add survey information to Program Database, and update customer tracking sheet.

- Site Survey: Water-Use Survey
 - Gather the site’s water, gas, and electric device & appliance information using the West Basin-provided Survey Questionnaire and Checklist, including information about:
 - Interview management, owner, and/or staff to obtain facility and/or kitchen operating information before and during the survey;
 - Surveyor will test & inspect faucets, valves, and water-using appliances to determine flow rates, identify brands/models of equipment, observe leaks, and assess operating conditions; and
 - Identify, document and photograph any relevant program equipment on the premises.

- Site Survey: Report Presentation to Management
 - Compile all survey information into a report using the West Basin survey checklist.
 - Mail, hand-deliver, or email a copy of the survey report and meet with the facility manager or owner to go over report findings (10 – 15 minutes):
 - Point out any leaks encountered or equipment issues noted during the survey;
 - Discuss rebate availability for kitchen equipment at the facility; identify rebate application links within the survey report for rebates from MWD, SoCal Gas Company, LADWP or SoCal Edison;
 - Distribute educational materials to management or staff:
 - “Every Drop Counts” Poster
 - AWE Commercial Kitchens Best Practices Guide
 - Others, as directed by West Basin C4K Program Manager
 - Notify manager / owner of their potential eligibility for free installations of high efficiency kitchen equipment; and
 - Direct facility manager or owner to West Basin C4K Program Manager for any follow-up questions.

- Administrative Tasks Following Visit
 - Update the Program Tracking Sheet, identifying the following:
 - Date and location of visit, as well as any return visits;
 - Facility contact information (Name, position, phone number, email);
 - Existing water and/or energy equipment identified during the survey;
 - Send completed survey checklist and report spreadsheet to West Basin Program Manager; and
 - Send survey photos to West Basin Program Manager (as needed).

WEST BASIN TASKS

Collateral Materials and Devices:

- West Basin will provide a revised survey form;
- West Basin will provide educational materials;
- West Basin will provide input and assistance with developing program tracking sheet; and
- West Basin will provide a flyer that discusses West Basin’s direct install grant program.

4. Disadvantaged Community (DAC) Water-Energy Initiative Program (Clothes-Washer)

In 2017, West Basin was awarded grant funding from the Department of Water Resources (DWR) to provide outreach to the DAC areas within West Basin’s service area and provide free installation of high-efficiency (H-E) showerheads, sink aerators and H-E Clothes Washers.

In the summer of 2018, West Basin formed a partnership with SoCalGas to partner and cost-share. SoCalGas currently has an Energy Savings Assistance (ESA) Program that targets low income residents. Instead of hiring its own and similar installers, West Basin is leveraging the SoCalGas company and providing a cost-share to have the Gas Company provide the installed devices.

West Basin will coordinate with the SBESC to have them outreach and promote the program to residents that are located in the Disadvantaged Communities or “Hard to Reach” within West Basin’s service area.

The goal of this task is to help develop legitimacy and a public comfort level surrounding this project and for the SBESC to conduct the following support actions:

SBESC TASKS

- The SBESC will begin to cultivate target community groups and neighborhood clubs lists, including contact information, for future outreach efforts and presentations;
- The SBESC will utilize all of its local community groups, neighborhood clubs and leaders to promote the program and to conduct group presentations;
- If a resident needs additional help, the SBESC will assist them through the program process;
- The SBESC will also attend neighborhood and community meetings, making presentations about the program and assisting customers over the phone, and;
- The SBESC will assist West Basin to compile an “interest list” of potentially interested residents. This list will be provided to the Gas Company ESA Manager.

WEST BASIN TASKS

- West Basin will develop a formal partnership with SoCalGas;
- West Basin will coordinate with the SBESC and SoCalGas on outreach and marketing strategies and activities.

5. Training / Certification Program

Funding has been budgeted to assist the SBCCOG staff with any training and/or certification needs that are required or provide value to West Basin’s programs.

6. IRWMP Assistance

In 2018, the first round of Proposition 1 funding will be available through the Integrated Regional Water Management Program (IRWMP). West Basin is the administrator of the South Bay subregion and will require assistance from the SBCCOG to work with the project proponents and the consultant to provide information for the grant application.

SBESC TASKS

- Correspond with the project proponents on the required information to complete the grant applications, as requested by the IRWMP consultant.
- Act as the liaison between the project proponent and the IRWMP consultant, on West Basin's behalf.
- Update West Basin staff regularly on the status of the materials required for the grant application.
- Ensure deadlines are met by the project proponents and follow-up as needed to ensure all materials are submitted on time.

WEST BASIN TASKS

- West Basin will provide the initial correspondence to the project proponents that details the information required for the grant application and introduce the SBCCOG as the liaison between them and the IRWMP consultant.
- West Basin will provide oversight as necessary.

7. Green Building Program

- The SBCCOG will continue the Green Building Program for contract year 2018-2019 building on the momentum strategies, and contacts developed through the Program;
- This Program will provide participants with a list of water measures to consider and dedicated staff support for implementation;
- Measures will include participation in direct install, rebate, incentive, pilot, and educational programs offered by the various program participants;
- Program will include outreach to the business community to support water conservation, education and participation in rebate programs;
- Partner logos will be included on program flyers, website, newsletter, and promotional materials;
- Program will partner with sponsors to provide targeted outreach (e.g. by industry or high usage);
- Opportunity for West Basin to co-host and speak at program events;
- Recognition of West Basin as a program partner at outreach events, including City Council and Commission meetings; and
- Name/logo on signage and invitation at any Green Building Program award events.

SBESC TASKS

- Provide West Basin with list of water conservation measures that SBESC identified with participants;
- Promote West Basin programs and rebates;
- Provide the current list of businesses to West Basin and GIS plot map the businesses per West Basin Division; and
- Alert West Basin of public outreach opportunities.

WEST BASIN TASKS

- Review list of measures and update.

Board Presentations

The SBESC, at the direction of West Basin staff, will provide the WBMWD Board with an interim deliverables briefing. West Basin will lead the presentations and the SBESC will provide support.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of August 14, 2018 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and The South Bay Cities Council of Governments , a Joint Powers Authority (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to implement the California Green Business Network Grant Program.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through March 1, 2019.

3. COMPENSATION

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$30,000.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of CITY as against CONSULTANT or its surety then existing, or that may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of that cause for failure to perform.

6. RETENTION OF FUNDS

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness

exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

The Public Works Director or their designee is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Jacki Bacharach, Executive Director of The South Bay Cities Council of Governments
Kim Fuentes, Deputy Executive Director of the South Bay Cities Council of Governments

9. INDEPENDENT CONSULTANT

CONSULTANT is, and at all times will remain as to CITY, a wholly independent CONSULTANT. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT’s employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may 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 CITY. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’s failure to comply with CONSULTANT’s duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’s obligations under the Affordable Care Act relating to CONSULTANT’s agents and employees.

10. BUSINESS LICENSE

CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services required under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of CONSULTANT's time pertaining to the project, and records of accounts between CITY and CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation, specifications, drawings, progress reports and the like, relating to the work and services identified in Exhibit A. All records will be available to CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to

indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT and its sub-consultants must maintain at their sole expense the following insurance, which will be full coverage, not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. Commercial General Liability including coverage for premises, products and completed operations, independent CONSULTANTS/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate.
3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the

CITY for all work performed by the CONSULTANT, its employees, agents and subCONSULTANTS.

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
- F. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.
- H. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents and subcontractors.
- I. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may

be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient, notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: The South Bay Cities Council of
Governments
20285 South Western Avenue,
Suite 100
Torrance 90501

Fax: (310) 437-8977

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

- 21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**
This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.
- 22. INTEGRATION; AMENDMENT**
This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.
- 23. INTERPRETATION**
The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.
- 24. SEVERABILITY**
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
- 25. TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.
- 26. GOVERNING LAW; JURISDICTION**
This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.
- 27. COMPLIANCE WITH STATUTES AND REGULATIONS**
CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.
- 28. WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 29. ATTORNEY'S FEES**
Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights

or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

32. PUBLIC RECORDS ACT

Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY's right to audit and inspect the CONSULTANT's documents, books, and accounting records pursuant to paragraph 14 CONSULTANT's Accounting Records; Other Project Records; become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONSULTANT agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,
a municipal corporation

The South Bay Cities Council of
Governments,
A Joint Powers Authority

Patrick J. Furey, Mayor

By: _____
Brit Huff,
Chair of the South Bay Cities Council of

Governments

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Rev. 0618

Scope of Work:

The South Bay Cities Council of Governments (“CONSULTANT”), under the approval and supervision of the City of Torrance (“CITY”), will fully implement the requirements of the California Green Business Network (CAGBN) Grant, including but not limited to:

- Provide grant administration, expense and staff time tracking, progress and final reporting.
- Oversight, updating and tracking through use of CAGBN database GreenBiz Tracker tool.
- Provide training and assistance to City staff and others on the GBN program.
- Provide marketing, outreach and education efforts as needed.
- Recruiting of other community organization or agency staff or expertise.
- Other related program needs as agreed to by the CITY and the CONSULTANT.
- All reports, documentation, materials, etc., are the property of the City and must have City Staff approval before submitting to the State or other agencies.
- Consult with a CBGN Board member to ensure grant requirements are implemented appropriately and to provide any needed support.
- To recruit and certify a minimum of 15 businesses in the during the one year period of July 15, 2018 to March 1, 2019 (Maximum of five (5) businesses at Tier 1- Participant Level, ten (10) or more businesses at Tier 2- Certification level; 40% completed by October 1, 2018).
- Incentivize the Green Business program with promotions, rebates and other assistance for business upgrades and other sustainability opportunities.
- Promote Green Business Program visibility through increased publicity, and to encourage people to patronize Green businesses.
- Support and use the CAGBN database and GreenBiz Tracker tool in the certification process.
- Utilize the CAGBN checklists for retail/office, hotels or other needed categories. Add notes for local resources if applicable.
- Coordinate with utility partners to provide assistance with audits, such as Metropolitan Water, Cal Water, The Gas Co, So Cal Edison and commercial refuse haulers.

- Participate in the CAGBN on the City's behalf.
- Train city staff and others on database, outreach and audit procedures.
- Participate in the statewide bi annual CAGBN meetings to represent the City in September 2018 and March 2019.
- Assist businesses with check list, initial walk through, audits and follow up.
- Use approved/provided promotional/media collateral: online, social media and print media (postcard and brochure) to promote the Green Business program.
- Distribute Green Businesses window clings with the CAGBN logo to promote the state wide green business brand to successful participants.
- Advertising/publicity for both recruitment purposes and to promote our new green businesses. Encourage our community to patronize and support Green Businesses.
- Assist with City Council recognition for newly certified businesses in the spring of 2019 and other awards and recognition programs available, such as the SEED and Torrance Advantage awards.
- Sign up and track new businesses on the CAGBN website using the GreenBiz Tracker.
- Create and maintain a spread sheet to keep track of business progress marketing efforts and grant expenditures during the grant funding cycle.
- Provide progress reports to the City on a regular basis, as determined by the City.
- Report the outcomes to CAGBN twice during the one-year period, on the schedule provided by the CAGBN: Progress report by 10/1/18 and a final report by 2/28/19.

South Bay Cities Council of Governments

August 13, 2018

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – July 2018

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

Energy Efficiency

Energy Efficiency Partnership Program – Southern California Edison (SCE)

2018 Energy Saving Goal: 1,245,812 kWh **2018 Status:** 1,665,337 kWh **Goal:** Met by 133.7%

2018 Demand Reduction Goal: 43.21 kW **2018 Status:** 89 kW **Goal:** Met by 205.6%

Energy Leader Partnership – SBCCOG cities have made great strides during the first half of the year yielding high energy savings. This quarter Inglewood moved up a tier level to Platinum. The SBCCOG now has 9 Platinum cities and 6 Gold cities - the most Platinum cities out of all SCE Local Government Partnerships. Our energy engineer and city staff have been very active in identifying energy efficiency projects and preparing incentive and rebate applications. As measures and rebates often expire without much notice, it is important to keep moving forward with city projects during this calendar year. In addition, as the environment for energy efficiency is changing it is unclear if incentive and rebates will be available to local governments in 2019 and beyond.

SBCCOG staff has been working with other partnerships, utility partners, and other agencies to try and secure future funding for partnerships and incentive/rebates for local governments. Due to aggressive cost effectiveness metrics that assess narrow performance measures and directives from the California Public Utilities Commission (CPUC) to move 60% of their energy efficiency portfolio to 3rd parties, the future of Local Government Partnerships and funding for energy efficiency for cities is bleak. The SBCCOG 2019 Edison budget was cut by almost 50% from 2018.

However, even though CPUC appears to be moving away from supporting Local Governments, the South Bay has a robust “pipeline” of projects specific to electricity (listed below). Note: if projects are in progress and are scheduled to be completed in 2019, the funding is committed by Edison to complete their obligation as long as the city also meets all of their project requirements. (Also in the chart is each city’s Energy Leader Partnership (ELP) program status.)

City	Current ELP Tier Level	Energy Efficiency Measures (EEMs)	Estimated Completion Date	Estimated kWh savings	Estimated Incentive (\$)
Carson	Gold	LED Lighting	Q3/18	9,461	\$2,034
		Pool Pump VFD	Q3/18	51,758	\$11,646
		Exterior & Interior Lighting	Q3/18	752,762	\$161,331
		LED Streetlights	Q3/18	588,596	\$234,752
		LED Sports Lighters	Q2/19	733,452	\$124,687
El Segundo	Gold	Exterior LED Lighting	Q2/19	184,396	\$31,347
Gardena	Gold	Exterior & Interior Lighting	Q2/19	78,125	\$13,281
		Exterior & Interior Lighting	Q2/19	284,534	\$24,626
Hawthorne	Platinum	Exterior LED Lighting	Q2/19	194,254	\$38,851
Hermosa Beach	Platinum	Exterior LED Lighting	Q4/18	29,574	\$5,915
		LS-1 LED Streetlights	Q4/18	212,423	\$100,000
Inglewood	Platinum	Chiller VFD/HVAC Controls	Q1/19	238,000	\$63,645
		Exterior LED Lighting	Q2/19	477,067	\$81,101
		Elevator Motor-Generator Set	Q3/18	121,900	\$29,007
Manhattan Beach	Platinum	LED Sports Lighters	Q2/19	305,597	\$61,119
		Street lights (LS-1 to LS-2 conversion)	Q4/19	517,922	\$103,584
		Exterior LED Lighting	Q4/18	55,305	\$13,890
Palos Verdes Estates	Platinum	LED Lighting	Q2/19	33,739	\$7,240
Rancho Palos Verdes	Platinum	LED LS-1 to LS-2 Conversion	Q4/19	557,976	\$240,992
Redondo Beach	Gold	Exterior LED Lighting	Q2/19	381,513	\$64,857
		LED Lighting	Q1/19	42,311	\$7,193
Torrance	Gold	Exterior LED Lighting	Q2/19	841,894	\$143,122
		LS-1 LED Streetlights	Q4/18	3,679,729	\$933,037
		Interior LED Lighting	Q2/19	837,954	N/A
		VFD & Pump Motor	Q4/18	172,003	\$29,240
		Interior LED Lighting	Q4/18	16,741	N/A
Total				11,398,986	\$2,526,497

Energy Efficiency Partnership Program – Southern California Gas Company (SCG)

2018 Goal: 10,000 therms **2018 Status:** 16,656 therms in pipeline awaiting SCG approval

<i>Agency</i>	<i>Project</i>	<i>Therm Savings</i>	<i>Incentive</i>
City of Inglewood	Replace 3 x boilers	10,800	\$10,800
City of Carson	Hemingway Park pool heaters	5,856	\$5,856
Total		16,656	\$16,656

Energy Management Information – The Energy Management Working Group met in July and went over project updates with the SBCCOG energy engineer. SBCCOG staff gave an update with regard to CPUC rulings as stated above. Staff stressed the importance of completing projects this year.

HERO – PACE: SBCCOG continues to promote PACE financing for homeowners. The spreadsheet below covers the activity from each South Bay members’ jurisdiction since the launch date through June 2018. Proceeds from HERO for 2018 Q1 = \$442.85. Proceeds for 2018 Q2 are expected in August 2018. Total since

program start in 2014 = \$28,039.97. Payments to SBCCOG are based on HERO programs that are completed in the South Bay. Activity through June 2018 listed below:

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Energy	Water	Renewable	Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
Carson	5/23/14	21,375	1,912	1,267	\$88,650,948	723	\$ 18,612,321	168	1,218	69	179	414	4,432,358	1,085
El Segundo	5/23/14	4,209	54	45	\$7,715,419	25	\$ 639,286	6	30	6	8	18	168,929	41
Gardena	5/23/14	12,360	680	457	\$31,667,817	250	\$ 6,254,671	56	409	26	40	76	1,188,043	289
Hawthorne	5/23/14	11,621	535	386	\$30,516,024	219	\$ 4,990,901	45	341	12	40	76	1,097,164	267
Hermosa Beach	5/23/14	6,473	55	40	\$8,413,706	19	\$ 395,206	4	20	0	10	23	96,974	26
Inglewood	5/23/14	19,038	1,311	870	\$60,897,591	482	\$ 12,438,589	112	783	51	48	111	2,252,091	545
Lawndale	5/23/14	5,262	150	99	\$7,677,771	49	\$ 1,224,893	11	83	7	12	30	265,505	67
Lomita	5/23/14	4,606	110	91	\$8,711,295	46	\$ 1,143,207	10	74	6	14	39	323,538	80
Manhattan Beach	5/28/15	12,403	90	81	\$18,235,351	41	\$ 1,346,576	12	70	7	26	93	442,439	115
Palos Verdes Estates	5/28/15	5,115	36	32	\$7,062,522	10	\$ 527,780	5	16	3	4	11	78,276	20
Rancho Palos Verdes	5/23/14	14,759	214	188	\$30,447,832	86	\$ 2,342,817	21	134	6	18	62	655,232	158
Redondo Beach	3/24/15	20,292	184	152	\$20,161,910	78	\$ 1,554,437	14	113	3	18	37	428,518	105
Rolling Hills	5/23/14	698	6	6	\$1,631,678	2	\$ 119,637	1	2	0	0	0	995	0
Rolling Hills Estates	5/23/14	3,090	43	38	\$7,323,042	22	\$ 773,815	7	29	2	10	46	210,979	55
Torrance	5/23/14	37,899	727	592	\$63,934,604	326	\$ 7,422,737	67	460	32	102	245	1,971,192	488
Total		179,200	6,107	4,344	\$ 393,047,510	2,378	\$ 59,786,873	539	3,782	230	529	1,283	13,612,233	3,341

* Eligible housing units based off Total Single Family Homes minus 5 units or more from the Department of Finance City/County Population and Housing Estimates, 1/1/2013.
 *** 1 job for every \$117,000 invested.

YGRENE – PACE:

The SBCCOG also receives funding for Ygrene activities in the South Bay in return for promoting PACE. Ygrene payments to the SBCCOG for 2018 through Q2 are \$1,101.70 with a total of \$7,589.56 since 2016 when program started. Payments to SBCCOG are based on Ygrene programs that are completed in the South Bay. Activity through June 2018 is listed below:

Property Type	Totals (Residential + Commercial)							Residential (Only)							Commercial (Only)								
	# of Properties Improved	# of Apps	Eligible Amount	# of Approved Projects	Approved Amount	# of Funded Projects	Funded Amount	# of Properties Improved	# of Apps	Eligible Amount	# of App'd Projects	Approved Amount	# of Funded Projects	Funded Amount	# of Properties Improved	# of Apps	Eligible Amount	# of App'd Projects	Approved Amount	# of Funded Projects	Funded Amount		
El Segundo	0	1	\$154,711	1	\$154,711	0	\$0	0	1	\$154,711	1	\$154,711	0	\$0	-	-	-	-	-	-	-	-	
Gardena	1	4	\$330,425	2	\$174,634	1	\$10,508	1	3	\$359,878	2	\$174,634	1	\$10,508	0	1	\$30,547	0	\$0	0	\$0	0	\$0
Hawthorne	1	6	\$1,135,050	4	\$645,749	1	\$19,087	0	4	\$434,345	3	\$303,957	0	\$0	1	2	\$700,706	1	\$341,793	1	\$19,087	1	\$19,087
Inglewood	2	3	\$387,820	1	\$91,289	2	\$100,828	2	3	\$237,820	1	\$91,289	2	\$100,828	0	0	\$150,000	0	\$0	0	\$0	0	\$0
Redondo Beach	1	3	\$402,390	2	\$262,960	1	\$17,120	1	3	\$402,390	2	\$262,960	1	\$17,120	-	-	-	-	-	-	-	-	-
Torrance	0	3	\$180,187	2	\$180,187	0	\$0	0	3	\$180,187	2	\$180,187	0	\$0	-	-	-	-	-	-	-	-	-
Totals	5	20	2650583	12	1509530	5	147543	4	17	1769330	11	1167737	4	128456	1	3	881253	1	341793	1	19087	1	19087

South Bay Green Business Assist Program

SBCCOG submitted a proposal in response to the City of Hawthorne RFP to assist in the implementation of their Green Business Network (GBN) program. The GBN program is a green business certification program. The SBCCOG is also working with Torrance staff to implement the same program for their city. The contract with the SBCCOG is scheduled to go to Torrance Council for approval this month (August). Staff will be meeting with Direct Install contractor to help facilitate participation of businesses in the South Bay. Participants by city: Torrance (35), Lawndale (26), Redondo Beach (16), El Segundo (15), Gardena (15), Hawthorne (15), Carson (12), Inglewood (10), Manhattan Beach (8), Palos Verdes Estates (7), Rancho Palos Verdes (7), Hermosa Beach (5), Rolling Hills Estates (4), Lomita (3), Lennox (2), and Los Angeles County – Community of Westmont (1) for a total of 181 businesses in the program as of the end of July 2018.

Water Conservation

West Basin Municipal Water District Programs (West Basin) Contract year is Sept. 1, 2017 through Aug. 31, 2018

Task 1. Educational Outreach Support

Exhibit Events

Contract goals: 100 exhibit events, presentations, etc.
Status of goal: 79 exhibit events, presentations, etc.

Task 1 has been revised by West Basin to include Water Bottle Filling Station Program and to schedule presentations by West Basin staff at SBCCOG committee meetings dependent on West Basin schedule and need.

Water Bottle Filling Station Program

Status: West Basin has continued the funding of this program; new funding cycle began July 1st. Public sites will have the opportunity to install two (2) water bottle filling stations for the same Tax ID # (changed from only one allowed in previous funding cycle).

Task 2. Support for Workshops & Events

Educational Classes

Contract goals: minimum of 12 and a maximum of 24

Status of goals: 4 completed; staff recently received and has begun to disseminate the new flyer for the Landscape Transformation classes that will take place between August 2018 and March 2019.

Rain Barrel Giveaway

Contract goal: 5

Status of goal: 5 completed GOAL MET; SBCCOG staff is working with West Basin staff to finalize locations and dates for rain barrel giveaway events in the 2018-2019 contract year.

Greywater Workshops

Contract goal: 10 workshops: 5 symposiums and 5 technical workshops (2 in each Director's division)

Status of goal: 10 workshops completed: -- GOAL MET

Water Harvest

Contract goal: support West Basin with Water Harvest Event

Status of goal: completed; event was held October 14, 2017 -- GOAL MET

Task 3. Cash for Kitchens

Contract goal: target up to 75 commercial kitchens

Status of goal: 37 water surveys completed; Thirteen surveys were conducted in the month of July.

Task 4. Disadvantaged Community (DAC) Water-Energy Initiative Program (Clothes-Washer)

Contract goal: provide outreach to DAC areas within West Basin's service area and provide free installation of high-efficiency showerheads, faucet aerators, and clothes washers.

Status of goal: SBCCOG staff continues with outreach efforts to develop contacts for this program.

Task 5. Translation Services

Contract goal: as needed

Status of goal: no translation services were provided in the month of July.

Torrance Water

Task 1: Support for educational classes (California Friendly Landscape Training (CFLT) or Turf Removal (TR) Class and community events (This goal is dependent upon West Basin establishing classes).

Contract goal: as requested

Status of goal: 4 CFLT/TR/Greywater classes completed; 1 scheduled: 9/8/18 (Greywater). Torrance hosted the City Yard Open House on 6/2/18. Torrance hosted a WRD Edible Gardening class on 7/14/18 that was promoted through all of the SBCCOG and SBESC media channels; another WRD class on Sustainable Landscaping Design is scheduled for 8/11/18, and the SBCCOG will promote that class.

Task 2: Cash for Kitchens

Contract goal: 10 new commercial kitchens; 10 follow-up site visits

Status of goal: 10 water surveys completed in June; 10 follow-up site visits completed. GOAL MET.

Water Replenishment District of Southern California (WRD) Contract year is March 21, 2018-June 30, 2019.

Promotion of WRD programs continues through the SBCCOG's information kiosk, SBESC e-newsletter, and the Green Building Assist Program e-newsletter. SBCCOG staff has finalized arrangements with WRD to present a Spanish-language Edible Gardening Workshop in Lennox on August 18th.

Sanitation Districts of LA County (LACSD) Contract year is January 1-December 31, 2018

Contract goals: Schedule up to 5 Sanitation Districts-related presentations

Status of goals: 2 have been completed: 3/20/18 and 4/19/18; 1 has been scheduled: 10/9/18. SBCCOG staff continues to reach out to community organizations to schedule presentations.

Los Angeles Department of Water and Power (LADWP) Contract year is January 1-December 31, 2018

Contract goals:

- 8-12 targeted special exhibit events; *Status of goal:* 6 completed
- 1 training for SBCCOG Volunteers on LADWP programs; *Status of goal:* Training 3/15/18 - GOAL MET
- 6-8 commercial kitchens to be identified for water assessments and conservation training; *Status of goal:* SBCCOG staff in process of identifying potential commercial kitchens; a water assessment has been scheduled at Kaiser South Bay in Harbor City in August.

Transportation

Vanpool Program (Contract period Feb. 1, 2013 – Nov. 30, 2018)

Contract goals: 72 outreach events; 18 information/formation meetings

Status of goals: 244 outreach events - GOAL MET: 14 information/formation meetings

In July, collateral materials were distributed at 2 SBCCOG outreach events. In addition, 1 meeting was held with the Wedgewood Real Estate Investment Company to assist them with parking mitigation strategies, primarily vanpool formation, in support of their expanding employee workforce. Discussions continue to support CSUDH's efforts to re-establish their vanpool program. In addition, SBCCOG staff is also working with the City of Torrance to help facilitate new vanpool formation. SBCCOG Staff continued follow up and outreach formation support with Enterprise contacts.

Metro Express Lanes (MEL) (Contract period Aug. 1, 2015 – Jul. 31, 2019)

Contract goal: 30 outreach events; 2 presentations (*This goal is dependent upon the availability of the mobile van*).

Status of goal: 296 community events and 14 presentations completed. In addition, 26 SBESC e-newsletter articles have been facilitated by SBCCOG staff. - GOAL MET

SBCCOG continues to send multiple invitations and notices to Metro staff about future South Bay MEL events that would be of value for the summer holiday season and Labor Day events.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Workshops, Trainings, & Exchanges

The following chart provides an overview of all registration events held in July 2018:

Event Date	Event Name	No. Attended/No. of RSVPs	Marketing Info. (how did they hear about the Workshop)	Staff Lead
7/17/2018	Making Your Home Healthier and More Comfortable the Energy and Water Efficiency Way	7/9	Email: 9, Walk-In: 2	GF

Outreach Events

- 1 community event in July
- 1 residential workshop in July
- 1 SCE Seminar in July

Calendar year-to-date through July 2018:

- 33 community events
- 3 SCE Seminar 1 employee
- 3 business events
- 3 residential workshops
- 10 presentations
- 1 employee event

Media

Social Media

- SBCCOG -- Totals for Social Media (SBCCOG) (*top tweet – right*)
 - Twitter: 153 followers total, 2,300 impressions* month of July
 - Facebook: 69 likes total, 49 impressions month of July
- SBESC -- Totals for Social Media (*top tweet – right*)
 - Twitter: 532 followers total, 2,800 impressions* month of July
 - Facebook: 706 likes total, 685 impressions month of July
 - LinkedIn: 120 followers total, 108 impressions month of July

**Impressions: the number of times a post has been viewed*



Press Releases/Press Interviews/Articles/Network TV

"South Bay Environmental Services Center presents WRD ECO Gardener Edible Gardening Spanish," July 27, 2018 sent to cities, chambers, and media

Earned Print Media/Online Media/Cable TV

"West Basin Cash for Kitchens Program," Hermosa Beach Chamber of Commerce Weekly Newsletter July 6, 13, 20, and 27, 2018

"Edible Gardening," Daily Breeze July 12, 2018

"Energy Workshop," Daily Breeze July 12, 2018

"Eco Gardener Edible Gardening in Spanish," City of Hawthorne website calendar

"**LGSEC** Website Spotlight Article about SBCCOG," <http://www.lgsec.org/south-bay-cities-council-of-governments-member-spotlight/> July, 2018

Volunteer Program

Status of Program: 86.75 hours for July 2018; 2018 thus far = 739.10 hours

Grand total as of 7/31/18: 18,414.53 (starting April 2008)

South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting Thursday, August 23, 2018 @ 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)**
Christian Horvath, 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 (6:05 pm)**
- VI. **CONSENT CALENDAR (6:10 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. **July Board Meeting Minutes (attachment) – Approve**
 - B. **Contract with West Basin Municipal Water District for 2018-2019 (attachments) – Approve**
 - C. **Contract with PATH for Services to the Homeless for 2018-2019 (attachment) – Approve**
 - D. **Contract with City of Torrance to perform services for Green Business Network – (attachments) – Approve**
 - E. **Scope of work for Contract with Los Angeles County for Homeless Services Coordination (attachment) – Approve**
 - F. **Status of Legislation of Interest to SBCCOG (attachments) – Approve**
 - G. **Monthly Reports – Receive and File**
 1. **South Bay Environmental Services Center Report (attachment)**
 2. **Transportation Report (attachment)**

VII. **PRESENTATIONS – (all prepared presentations will be posted @ www.southbaycities.org)**

A. Face of the Program (6:15 pm)

1. Marilyn Lyon

VIII. **SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (6:20 pm)**

- A. November Statewide Ballot Propositions – **Approve**
- B. Homeless Services - Christian
- C. Regional Broadband Network Initiative
- D. Regional Bikeshare and E-Scooter
- E. Grant Opportunities – Solsmart, Green Business Network
- F. Other

IX. **TRANSPORTATION REPORTS**

- A. Metro Report by Board member - James Butts/Steve Lantz (6:50 pm)
- B. Service Council report by Ralph Franklin, Chair (attachment) (6:55 pm)
- C. Transportation Committee Report - (7:00 pm)
 1. Measure R and Measure M Updates
 2. Update on Crenshaw/Green Line Operating Plan analysis

X. **AGENCY REPORTS (7:15 pm)**

- A. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
- B. South Coast Air Quality Management District (Judy Mitchell, Joe Buscaino & Tina Cox)
- C. SCAG & Committees (attachment) – **NO SCAG MEETINGS IN AUGUST**
- D. Santa Monica Bay Restoration Commission (Bill Brand/Jeff Duclos)
- E. Community Choice Aggregation (Christian Horvath)
- F. Stormwater Funding
 1. CCCA/LCC Stormwater Funding Options Committee (Milton Herring & Hany Fangary)
 2. County Water Resilience Working Group (Justin Massey)
- G. South Bay Association of Chambers of Commerce (Olivia Valentine)
- H. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
- I. South Bay Workforce Investment Board (Chris Cagle)
- J. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. **UPCOMING EVENTS & ANNOUNCEMENTS**

October 3 Tour of LAWA

November/December South Bay Goods Movement Project Management Course

XII. **SEPTEMBER SBCCOG COMMITTEE MEETINGS & WORKING GROUPS**

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

XIII. **ADJOURNMENT**

Adherence to Strategic Plan:

Goal B: Regional Advocacy. Advocate for the interests of the South Bay

ADMINISTRATIVE PROCEDURES

<p>AB 1250 (Jones-Sawyer)</p>	<p>Counties: contracts for personal services. Would allow a county or county agency to contract for personal services currently or customarily performed by employees, as applicable, when specified conditions are met. Among other things, would require the county to clearly demonstrate that the proposed contract will result in actual overall costs savings to the county and also to show that the contract does not cause the displacement of county workers. Would exempt certain types of contracts from its provisions, and would exempt a city and county from its provisions.</p>	<p>OPPOSE (5/8/17) (Ltr faxed to Asm Approps 5/9/17)</p>	<p>9/5/17 Senate Rules Committee LCC opposition removed</p>
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ECONOMIC DEVELOPMENT

<p>AB 427 (Muratsuchi)</p>	<p>California Aerospace and Aviation Commission: Would establish the California Aerospace and Aviation Commission consisting of 16 members, as specified, to serve as a central point of contact for businesses engaged in the aerospace and aviation industries and to support the health and competitiveness of these industries in California. Would require the commission to make recommendations on legislative and administrative action that may be necessary or helpful to maintain or improve the state's aerospace and aviation industries and would require the commission to report and provide recommendations to the Governor and the Legislature, as specified. Would require the commission to have at least 2 offices within existing operations of</p>	<p>SUPPORT (2/12/18) (Ltr faxed to Sen Approp 6/29/18)</p>	<p>Senate Appropriations Committee Hearing Date: 8/16/18</p>
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	the state, as specified, and would require the operations of the commission to be supported through nonstate moneys. Would also require that funds received by the commission be deposited in the Aerospace and Aviation Account, which the bill would create in the California Economic Development Fund, to be used by the commission upon appropriation by the Legislature.		
SB 822 (Wiener)	Communications: broadband internet access service. Would revise the Consumers Legal Remedies Act to prohibit specified actions by an Internet service provider, as defined, that provides broadband Internet access service, as specified.	MONITOR	8/9/18 Assembly Communications & Conveyance Committee

ENVIRONMENT

AB 987 (Kamlager-Dove)	California Environmental Quality Act: sports and entertainment project. Would establish specified administrative and judicial review procedures for the administrative and judicial review of the EIR and approvals granted for a project related to the development of a specified sports and entertainment project in the City of Inglewood meeting certain requirements. Because the lead agency would be required to use these alternative procedures for administrative review of the EIR if the project applicant so chooses, this bill would impose a state-mandated local program. The bill would specify that the decisions of the lead agency regarding certain analyses and impacts shall not be considered as an abuse of discretion if certain conditions are met. This bill would make legislative findings and declarations as to the necessity of a special statute for the City of Inglewood.	SUPPORT (7/26/18) (Ltr to Sen Approp 7/30/18) request from the City of Inglewood	Senate Appropriations Committee Hearing Date: 8/13/18
AB 1775 (Muratsuchi) SB 834 (Jackson)	State lands: leasing: oil and gas. AMENDED 4/18/18. Would prohibit the State Lands Commission and the local trustees of granted public trust lands from entering into any new lease or other conveyance authorizing new construction of oil- and gas-related infrastructure upon tidelands and submerged lands within state waters associated with Outer Continental Shelf leases issued after January 1, 2018. Would apply the exceptions applicable to the California Coastal Sanctuary to these provisions. Would authorize the commission to establish guidelines for the implementation of these provisions.	SUPPORT (2/12/18) AB 1775 - (Ltr to Sen Approp 6/29/18) SB 834 - (Ltr to Asm Approp. 6/29/18)	Senate Appropriations Committee Hearing Date: 8/16/18 SB 834 Assembly Appropriations Committee Hearing Date: 8/16/18

AB 2538 (Rubio)	Municipal separate storm sewer systems: financial capability analysis. Would require the State Water Resources Control Board, by July 1, 2019, to establish financial capability assessment guidelines for municipal separate storm sewer system permittees that are adequate and consistent when considering the costs to local jurisdictions.	SUPPORT (7/26/18) (Ltr to Sen Approp 7/30/18)	Senate Appropriations Committee Hearing Date: 8/16/18 LA County LCC supports. Sponsored by SGVCOG
SB 1133 (Portantino)	Water quality control plans: funding. Would authorize the State Water Resources Control Board, on behalf of itself or a regional board, to accept donations of moneys from a permittee for the purpose of updating a water quality control plan.	SUPPORT (5/24/18) (Ltr to Asm Approp 6/29/18)	8/13/18 Assembly Consent Calendar LA County LCC supports. As LA County considers a stormwater parcel tax for the November 2018 ballot, SB 1133 provides an opportunity to fund a crucial and timely update to the Basin Plan.

FINANCE

SCA 20 (Glazer)	Local Sales Taxes: Online Sales. Would change Bradley-Burns Local Sales Tax law: Online sales would be consummated at the place of delivery rather than place of sale on or after 1/1/2020.	MONITOR	Senate Appropriations Committee Hearing Date: 8/16/18
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HOUSING

AB 1771 (Bloom)	Planning and zoning: regional housing needs assessment. Would revise the objectives required to be addressed in the regional housing needs allocation plan and additionally require the plan to include an objective to increase access to areas of high opportunity for lower-income residents, while avoiding displacement and affirmatively furthering fair housing. It requires greater analysis of the number of housing units available at different income levels. Would allow HCD and Housing Organizations greater oversight over the process.	MONITOR	Senate Appropriations Committee Hearing Date: 8/16/18 LCC watch CALCOG oppose unless amended
AB 2890 (Ting)	Land use: accessory dwelling units. Would prohibit the imposition of lot coverage standards or requirements on minimum lot size, lot coverage, or floor area ratio, and would prohibit an ordinance from establishing size requirements for accessory dwelling units that do not permit at least an 800 square foot unit of at least 16 feet in	OPPOSE (6/28/18) (Ltr to Sen Approp Comm 7/9/18)	Senate Appropriations Committee Hearing Date: 8/16/18

	height to be constructed. Would require local jurisdictions to consider permit applications for ADUs within 60 days of receipt instead of currently up to 120 days. Would also require that jurisdictions that condition permits on owner-occupancy to not monitor those units more than once per year. Would expand the law to allow for ministerial approval of ADUs on both single-family and multifamily lots, and prohibit certain requirements such as lot coverage standards, minimum lot size, and floor area ratio. If passed, HCD would be required to proposed small building standards by 2020, which would provide further oversight into local ordinances. If an ordinance is found to be in violation of the law, HCD could additionally notify the Attorney General.		LCC opposes
AB 3194 (Daly)	Housing Accountability Act: project approval. Would specify that a proposed housing development project is not inconsistent with the applicable zoning standards and criteria, and would prohibit a local government from requiring a rezoning, if the housing development project is consistent with the objective general plan standards and criteria but the zoning for the project site is inconsistent with the general plan. Would authorize a local agency, provided that the local agency has complied with specified provisions, to require the proposed housing development project to comply with the objective standards and criteria of the zoning that are consistent with the general plan, and would require the local agency to apply those standards and criteria to facilitate and accommodate development at the density allowed on the site by the general plan and proposed by the proposed housing development project. Would declare the Legislature's intent that the conditions that would have a specific, adverse impact upon the public health and safety arise infrequently.	MONITOR (7/26/18) OPPOSE (6/28/18)	8/13/18 Assembly concurrence in Senate amendments Bill amended 6/21/18 – League position changed to neutral
SB 961 (Allen)	Enhanced infrastructure financing districts. Would create districts major transit stops in which an enhanced tax increment would be created from increased property and sales taxes within the district. The incremental revenues would be dedicated for specified types of investments within the district. Would require the Office of Planning and Research, on or before January 1, 2021, to complete a study on the effectiveness of tax increment financing tools for increasing housing production, including a comparison of the relative advantages and disadvantages of infrastructure financing districts, enhanced infrastructure financing districts, affordable housing authorities, use of the Neighborhood Infill Finance and	MONITOR	Assembly Appropriations Committee Hearing Date: 8/16/18

	Transit Improvements Act, and use of the Second Neighborhood Infill Finance and Transit Improvements Act, as specified.		
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PUBLIC SAFETY

SB 10 (Hertzberg)	Bail: pretrial release. Would declare the intent of the Legislature to enact legislation that would safely reduce the number of people detained pretrial, while addressing racial & economic disparities in the pretrial system, & to ensure that people are not held in pretrial detention simply because of their inability to afford money bail.	OPPOSE (6/28/18) (Ltr to Asm Approp Comm 7/9/18)	Assembly Appropriations Committee Hearing Date: 8/15/18
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TRANSPORTATION

AB 2989 (Flora)	Motorized scooter: use of helmet: maximum speed. Would require the operator of a motorized scooter to wear a helmet only if the operator is less than 18 years of age.	MONITOR	8/13/18 Senate 3rd Reading
SB 1151 (Bates)	Neighborhood Electric Vehicles. County of San Diego. Would authorize the County of San Diego, and any city therein, to establish Neighborhood Electric Vehicle (NEV) Transportation Plans to serve the mobility needs of their communities and further the region's vision of supporting a sustainable and healthy region, vibrant economy, and outstanding quality of life for all.	MONITOR	Assembly Appropriations Committee Hearing Date: 8/16/18

FEDERAL

HR 1958 (Sherman) & S. 838 (Cotton)	PACE Act of 2017 – Protecting Americans from Credit Entanglements Act of 2017 – Amends the Truth in Lending Act to extend that Act's requirements to real property retrofit loans. A "real property retrofit loan" is a loan that is: (1) secured by an interest in real property; (2) repayable in installment payments made concurrently with the payment of property taxes on the real property; and (3) used to finance real property retrofits, including energy-efficiency upgrades, renewable-energy installations, seismic retrofits, water-conservation upgrades, and other similar improvements. At the time of application for a real property retrofit loan, the creditor must disclose that the loan will result in a lien on the real property securing the loan.	MONITOR	4/5/17 HR 1958: House Comm. on Financial Services 5/11/17 S. 838 Senate Committee on Banking, Housing, and Urban Affairs @ request of S.B. Board of Realtors
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<p>HR 5045 (Barragan)</p>	<p>STOP (Services, Tools and Opportunities to Prevent) Homelessness Act of 2018 – Would create a voluntary check-off donation box on tax returns to fund housing and support services. Every dollar would be matched 1:1 by the federal government.</p>	<p>MONITOR</p>	<p>2/15/18 House Ways and Means Committee & House Committee on Financial Services</p>
<p>S.3157 (Thune & Schatz)</p>	<p>Federal Small-Cell Bill. PER LCC - To streamline siting processes for small cell deployment. Would force local governments to lease out publicly owned infrastructure, eliminate reasonable local environmental and design review, and eliminate the ability for local governments to negotiate fair leases or public benefits for the installation of “small cell” wireless equipment on taxpayer-funded property. Stringently limits those factors that local governments may consider in their own land use decisions, and restricts the compensation they receive to the “actual costs” they incur to process applications.</p>	<p>OPPOSE (7/26/18)</p>	<p>6/28/18 Senate Commerce, Science & Transportation Committee LCC opposes</p>

SB 831 – Accessory Dwelling Units – Dead

South Bay Cities Council of Governments

August 13, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: State Ballot Measures for November 2018

Adherence to Strategic Plan:

Goal B: Regional Advocacy. Advocate for the interests of the South Bay

Proposition 1 - The Veterans and Affordable Housing Bond Act of 2018

Prop. 1 would authorize the sale of \$4 billion in bonds to finance existing housing programs, as well as infrastructure grants to match local housing funds for repairs and improvements. One-quarter of the \$4 billion bond would go toward helping veterans purchase homes which would include farms and mobile homes. Three quarters or \$3 billion would be used to finance various existing housing programs, as well as infill infrastructure financing and affordable housing matching grant programs, as provide.

League position: Support.

No committees registered in opposition

RECOMMEND: SUPPORT

Prop. 2 Using Mental Health Dollars for Low-Income Housing

Prop. 2 would authorize the state to use mental health funds from the Mental Health Services Act for permanent supportive housing up to \$2 billion. The Mental Health Services Act was approved by voters in 2004, instituting a tax on incomes over a million dollars. Would authorize the Legislature to amend the No Place Like Home Act of 2018 by a two-thirds vote, so long as the amendment is consistent with and furthers the intent of the act.

League position: Support.

Leaders of the National Alliance on Mental Illness (NAMI) Contra Costa wrote argument against

RECOMMEND: SUPPORT

Proposition 3: Supply and Water Quality Bond Act of 2018 :

This measure authorizes \$8.877 billion in state general obligation bonds for various infrastructure projects: \$3.03 billion for safe drinking water and water quality, \$2.895 billion for watershed and fisheries improvements, \$940 million for habitat protection, \$855 million for improved water conveyance, \$685 million for groundwater sustainability/storage, and \$472 million for surface water storage/dam repairs. It appropriates money from General Fund to pay off bonds and requires certain projects to provide matching funds from non-state sources; gives priority to disadvantaged communities.

League position: Support.

No committees registered in opposition

RECOMMEND SUPPORT

Prop. 4 Bonds for Children’s Hospital

Prop. 4 would authorize a \$1.5 billion bond to build, expand, and renovate children’s hospitals, including public and private nonprofit hospitals, and the University of California’s acute care children’s clinics.

RECOMMEND NO POSITION

Prop. 5 Property Tax Relief to Senior Citizens and Disabled Persons

Prop. 5 would grant property tax relief to property owners who are over the age of 55 years old or severely disabled. The measure would allow them to transfer their tax rate to a replacement property of equal or lesser value or when the property is unlivable, due to natural disasters or caused by environmentally toxic hazards.

RECOMMEND NO POSITION

Proposition 6: Repeal of Recently Enacted State Transportation Funds: This measure repeals a 2017 transportation law's tax and fee provisions that pay for repairs and improvements to local roads, state highways, and public transportation. It requires the Legislature to submit any measure enacting specified taxes or fees on gas or diesel fuel, or on the privilege to operate a vehicle on public highways, to the electorate for approval.

League position: Oppose

Contract Cities Association: Oppose

RECOMMEND OPPOSE

*Supporters – California Republican Party and several Republican elected officials
National Federation of Independent Businesses*

Prop. 7 Daylight Savings Time

Prop. 7 would authorize the legislature to determine how the state’s time should be set, repealing a 1949 proposition that mandated Daylight savings.

RECOMMEND NO POSITION

Prop. 8 Relates to Dialysis Regulation and Revenue

Prop. 8 would place new regulations related to Dialysis clinics, including a cap on outpatient charges for dialysis. The proposition also requires dialysis outpatient clinics to submit financial information to the state.

RECOMMEND NO POSITION

Prop. 9 Splitting California into Three States = REMOVED FROM BALLOT

Prop. 10 Allow Cities to Enact Rent Control

Prop. 10 would repeal the Costa Hawkins Rental Housing Act, enabling local governments to enact new rent control measures on residential dwellings built after February 1995.

Support: Coalition for Affordable Housing, Mayor Eric Garcetti, L.A. Councilman Mike Bonin, West Hollywood Councilwoman Lindsey Horvath, California Democratic Party, Various labor unions

Oppose: California Republican Party

NO RECOMMENDATION

Prop. 11 Emergency Ambulance

Prop. 11 would require private emergency ambulance companies to remain on call during work breaks, in the event of an emergency.

RECOMMEND NO POSITION

Prop. 12 Cage Free Animals

Prop. 12 would ban the sale of meat from animals that were confined in cages. The measure expands on a similar cage-free proposition passed by voters in 2008 but would include specific square footage requirements and adds breeding pigs and calves raised for veal to the animal list.

RECOMMEND NO POSITION

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South Bay Cities Council of Governments

August 13, 2018

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Follow-Up: Internet Service Provider (ISP) Site Evaluation for SBCCOG Office

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

SBCCOG staff determined that Spectrum Enterprise was the most cost-competitive ISP capable of performing a site evaluation of SBCCOG office. At 25 Mbps of Direct Internet Access (DIA) for an estimated \$480 a month under a one-year agreement, Spectrum Enterprise is more than \$500 less expensive than what SBCCOG currently pays TelePacific per month for less bandwidth. A site evaluation was scheduled for Spectrum Enterprise to determine if the building site was capable of being serviced.

SITE EVALUATION OUTCOME

Spectrum Enterprise determined that the building site is serviceable; however, unless SBCCOG enters into a 3-year agreement, SBCCOG would have to pay more than \$6,000 in construction costs to lay the necessary infrastructure for DIA service. Due to uncertainty regarding the long-term future of SBCCOG's office lease prospects (lease agreement ends November 2019), it would not be prudent for the SBCCOG to enter into a long-term agreement with an ISP while the construction costs to finance a short-term agreement are so expensive.

There may be another option to lower or waive the construction costs under a short-term agreement if a combination of building management and its tenants are agreeable to also participate in a DIA service agreement(s) with Spectrum Enterprise. This scenario could be a realistic proposition considering the value that high-speed internet adds to the building for both management and tenants while incentivizing Spectrum Enterprise to cover construction costs.

NEXT STEPS

SBCCOG staff will reach out to building management to see if they are interested in DIA service for its tenants with Spectrum Enterprise. SBCCOG staff will then report on outcome of discussions along with recommendations on how to proceed to SBCCOG Steering Committee.

Prepared by Chandler Shields

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