

South Bay Cities Council of Governments

Steering Committee AGENDA

Monday, August 12, 2019

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 8, 2019 meeting minutes attached (Page 3-5)

- **ACTION:** Approve

B. Torrance Green Business Certification

- Contract and scope of work attached (Page 7-20)
- **ACTION:** Recommend Board approval

C. City Attendance at SBCCOG May meetings

- Matrix attached (Page 21)
- **ACTION:** Receive and file

D. 2019 General Assembly Outstanding Sponsor Payments

- \$2500 from Mark Ridley-Thomas

E. 2019-20 Dues Paid as of 8/6/19

- Gardena, Lawndale, Lomita, Los Angeles City, Palos Verdes Estates, Rancho Palos Verdes, Redondo Beach, Rolling Hills, Torrance

F. South Bay Environmental Services Center Activities Report – attached (Pages 23-29)

VI. ACTION ITEMS

G. Legislative Matrix – 12:10 pm

- Matrix attached (Pages 31-41)
- AB 315 – Local government: lobbying associations: expenditure of public funds.
- **ACTION:** Oppose AB 315 unless amended and send letter to author

H. Wildfire Liability Issue @ request of Cal Water – 12:20 pm

- Memo attached (Pages 43-47)
- **ACTION:** Provide direction

I. Future of Holiday Light Exchange – 12:25 pm

- Memo attached (Page 49)
- **ACTION:** Recommend that the Board approve discontinuing the Holiday Light Exchange until further notice

- J. November Steering & Transportation Committee date – **12:35 pm**
- The regular meeting date for November is the 11th which is Veteran’s Day, a national holiday.
 - **ACTION:** Change Steering Committee and Transportation Committee meetings to Tuesday, November 12.

- K. Board Meeting agenda development – **12:40 pm**
- August – Torrance Library – agenda attached (**Pages 51-52**)
 - a. Face of the Program – Steve Lantz
 - b. Adaptation CAP update
 - September – Torrance Library
 - a. Face of the Program – Rosemary Lackow
 - b. Celebration and Recognition of SBWIB, R/T, Hahn and Butts re: SBFN
 - c. Update on Water Issues in the South Bay
 - October – Redondo Beach Library
 - a. Census speaker
 - November – Torrance Library
 - January – New Office
 - a. LAWA Landside Modifications Update

- L. South Bay Fiber Network – **12:50 pm**
- Status of Commitments
 - Contract with Magellan Advisors and scope – attached (**Pages 53-60**)
 - Update on Funding Agreement from Metro/Contract with ADF
 - **ACTION:** Recommend Board approve Magellan Advisors contract and provide other direction as needed

- M. ICLEI Membership Dues – **1:00 pm**
- Memo attached (**Page 61**)
 - **ACTION:** Recommend Board approval to join ICLEI for 3 years at discounted rate

- N. Office Move – 1:05 pm
- Memo attached (**Pages 63-64**)
 - Review lease issues
 - **ACTION:** Approve lease assuming legal review is complete

- O. Approval of Invoices – available at the meeting – **1:15 pm**
- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

- P. Update on Homeless Program – **1:20 pm**

- Q. Formation of Finance Committee – **1:30 pm**
- Responses from each city due by August 19

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

- R. Other updates since agenda distribution – **1:35 pm**

NEXT STEERING COMMITTEE MEETING – Monday, September 12, 2019 @ 12:00 pm

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

South Bay Cities Council of Governments

Steering Committee July 8, 2019 Minutes

Attendees: Christian Horvath (Chair, Redondo Beach), Britt Huff (Rolling Hills Estates), Geoff Rizzo (Torrance), Cedric Hicks (Carson), Ralph Franklin (Inglewood), Mark Dierking (Metro), Pamela Manning (LA County DPW), Steve Lantz & Jacki Bacharach (SBCCOG)

I. INTRODUCTIONS

II. REPORT OF POSTING OF AGENDA

- **ACTION:** Received and filed

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA -

- add ICLEI membership to Item K.
- **Service Council appointee Meghan Langlois – term up 7/20**
- **TRANSPORTATION COMMITTEE AGREEMENT EXTENSIONS AND SUPPLEMENTAL FUNDING**

IV. PUBLIC COMMENT – PAMELA MANNING FROM LA COUNTY PW. SAFE WATER ACT WORKSHOPS OFFERED. HOW TO USE THE MONEY. SHE'LL SEND ME THE INFO AND I ASKED HER TO CONSIDER THE CITY MANAGER MEETING. – *email to Manning re: 8/1/19*

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

A. Steering Committee – June 10, 2019 meeting minutes attached

- **ACTION:** Approved HICKS/FRANKLIN

B. 2018-2019 Audit

- Memo attached
- **ACTION:** Recommended Board approval of a contract extension with Moss, Levy & Hartzheim, LLC at a cost not to exceed \$6578 for 2018-2019 audit.

C. City Attendance at SBCCOG May meetings

- Matrix attached
- **ACTION:** Received and filed

D. 2019 General Assembly Outstanding Sponsor Payments

- \$2500 from Mark Ridley-Thomas

E. South Bay Environmental Services Center Activities Report – attached

VI. ACTION ITEMS

F. Suggested SBCCOG Quarterly Report to City Councils - 12:10 pm (JULY, OCT., JAN., APRIL)

- Memo attached – FRANKLIN AND MEDINA LIKE THE FORMAT
- **ACTION:** SEND TO BOARD DELEGATES, ALTERNATES AND CITY MANAGERS. *Sent 7/8/19*

G. Legislative Matrix - 12:20 pm

- Matrix attached
- **ACTION:** Recommend support for AB 1482 re: Tenancy rent caps – **MONITOR – MEDINA/FRANKLIN.**

- **SB 127 – BICYCLISTS DON'T FOLLOW THE RULES. FRANKLIN – BIKE LANE ON VAN NESS WAS NOT GOOD. FRANKLIN/RIZZO TO CONTINUE OPPOSING**
- **ACTION:** Plan to attend the July 11 Legislative Briefing @ 9 am

H. Board Meeting agenda development – 12:30 pm

- July – **REDONDO BEACH LIBRARY** – draft agenda attached
 - a. Face of the Program – Rosemary Lackow
 - c. Status of Homeless Services – An On the Street Perspective – Shari Weaver, Harbor Interfaith
- August – **TORRANCE LIBRARY**
 - a. Face of the Program – Steve Lantz – last one
 - b. Adaptation CAP update
- September – **TORRANCE LIBRARY**
 - a. Adaptation CAP update
 - b. Update on Water Issues in the South Bay
- October – **REDONDO LIBRARY**
- November – **TORRANCE LIBRARY – KEEP TORRANCE**
- Workshop before Board meeting on Regional Agencies – what and who they are – **FALL?**
- **POSSIBLE CENSUS SPEAKER FOR OCTOBER/NOVEMBER?**

I. South Bay Fiber Network – 12:40 pm

- **Latest update - COMMITMENT LETTER. PRE-FILL IT OUT WITH WHAT THEY HAVE REQUESTED THIS FAR – INDIVIDUALIZE IT BY CITY. TORRANCE MEETING 7/17 WITH ADF RE: OTHER LOCATIONS – RIZZO PUSHING THEM TO THINK BIG. – sent to David & Joe for distribution 7/8/19**
- **HOW TO HANDLE SITES OUTSIDE OF THE SOUTH BAY – CASE BY CASE? LA BIOMED, METRO, LADPW – HORVATH – AVERAGE LATERAL COSTS AND PROVIDE THAT AS A SUBSIDY FOR THOSE OUTSIDE OF THE REGION. HELP THOSE WITH PRIMARY LOCATIONS IN SOUTH BAY TO CONNECT THEIR FACILITIES. FIND OUT HOW FAR THE SITES ARE OUT OF THE SOUTH BAY THAT ARE POTENTIAL. PREPARE A POLICY.**
- **RIZZO – NETWORK IS A TRANSPORTATION SYSTEM.**

J. Office Issues – 12:50 pm

- **Latest update– MEDINA – OFFICE EQUIPMENT FOR FREE. HE'S ASKING FOR PICTURES AND HE WILL FORWARD THEM TO US. MAYBE 501C3 ONLY. HE'LL LET ME KNOW. IN GARDENA.**
- **FRANKLIN – CONCERNED RE: HAHN – FORGET IT. WE DON'T EVEN KNOW HOW LONG SHE WOULD TAKE THE SPACE. MIGHT NEED TO GO BACK TO OTHER SITES THAT WE HAVE REJECTED. NEED TO LOOK AT OPTIONS AGAIN.**

K. Approval of Invoices – available at the meeting – 12:55 pm

- **ACTION:** ApproveD invoices for payment – FRANKLIN/MEDINA
- **ICLEI – HOLD TO AUGUST. IF IT NEEDS IMMEDIATE ACTION – GO TO BOARD.**

K.1 TRANSPORTATION ITEMS

- **TRANSPORTATION COMMITTEE AGREEMENT EXTENSIONS AND SUPPLEMENTAL FUNDING**
 - **FRANKLIN – WHEN PROJECT SO DELAYED – SHOULD COUNCIL GET INVOLVED?**
 - **LANTZ – MORE THAN ONE EXTENSION – THEN SHOULD BE BROUGHT TO COUNCIL'S ATTENTION?**
 - **ACTION: APPROVED STAFF RECOMMENDATION WITH ADDITION – AFTER 3 AMENDMENTS, CITY MANAGER INFORMED AND COPY THE COUNCIL. FRANKLIN/MEDINA**

- **Service Council appointee Meghan Langlois – term up 7/20 – GREAT ATTENDANCE BUT DOESN'T RIDE THE SYSTEM. WE SHOULD CONDITION THIS ON HER BEING A RIDER – 2 TIMES/MONTH**

ACTION: LANGLOIS REMAIN UNTIL TERM EXPIRES BUT WITH CONDITION THAT SHE BECOMES A BUS RIDER. – LETTER FROM RALPH FOR CHRISTEN TO SIGN FRANKLIN/MEDINA sent 7/10/19 to Langlois

VII. INFORMATION ITEMS

Board room no longer available to us as of July 15

L. Update on Homeless Program – 1:00 pm

- Christian – update on Redondo Beach pilot – **MENTALLY ILL ISSUE CAUSING COMMUNITY CONCERNS. MORE CASES AT MENTAL HEALTH COURT. TRYING TO BUY BEDS FOR MENTALLY ILL AND FOR LONGER. HOPING FOR FUNDING FROM HAHN. ANOTHER MEETING TOMORROW WITH HAHN'S OFFICE. HOW TO EXPAND ON MEASURE H GUIDELINES.**

- MEDINA – GARCETTI GOT IDEA TO HIRE HOMELESS TO CLEAN UP AFTER HOMELESS. GARDENA LOOKING AT THIS. BUILT 77 UNIT HOUSING FOR VETS BUT ONLY 27 APPLIED SO REST GIVEN TO OTHER AGENCIES.

- FRANKLIN – LAHSA HAS SURPLUS FUNDING. HOW TO ACCESS IT. BUSCAINO MIGHT ALSO KNOW. HE IS DOING TRANSITIONAL HOUSING.

- HORVATH – MEASURE H FUNDS ONLY FOR EXISTING GUIDELINES

- Report on Visit to Santa Monica Access Center – FARWELL & BACHARACH VISITED. HAS BEEN IN THE COMMUNITY FOR YEARS. RIGHT NEXT TO A FREEWAY SO NOT MANY 'NEIGHBORS'.

- Next Task Force meeting is July 10 – **HORVATH ENCOURAGED ATTENDANCE**

- City data should be re-released by then

- At the last meeting, Drew Boyles asked what serious mental illness was defined as and how effectiveness is measured. Staff looked into this and found the following:

- According to the Diagnostic and Statistical Manual of Mental Disorders (DSM 5), serious mental illness or severe and persistent mental illness include schizophrenia, bi-polar, severe depression diagnoses.

- The numbers identified – 64 sheltered and 849 unsheltered are part of the demographic survey which is different than the homeless count. A number of homeless individuals are interviewed (over 5,000 in LA County), and serious mental illness is self-reported and observed by person conducting interview.

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

M. Other updates since agenda distribution – **1:10 pm**

NEXT STEERING COMMITTEE MEETING – Monday, August 12, 2019 @ 12:00 pm

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

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CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of August 27, 2019 (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, to assist Torrance businesses with environment program compliance.
- B. CITY was awarded \$30,000 in grant funds from the California Green Business Network (“CAGBN”) in March of 2018 to certify a minimum of 15 businesses in the Green Business certification program and improve the business’ environmental compliance. On August 14, 2018, CITY contracted with CONSULTANT for assistance in implementing the program.
- C. The grant implementation was completed successfully, and the CITY will receive approximately \$10,000 annually to continue and maintain the program, as long as funding is available.
- D. CITY would like to continue using the services of CONSULTANT in the implementation of this grant program. CONSULTANT represents that it is qualified to perform these 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 June 30, 2021.

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 \$10,000 ("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: _____
Christian Horvath, Chair
South Bay Cities Council of
Governments

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____
Jocelyn N. Sarigumba
Deputy City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Rev. 0618

EXHIBIT B

COMPENSATION SCHEDULE

CONSULTANT will be paid monthly, upon presentation of an invoice, in accordance with Paragraph 3 of the Agreement.

City of Torrance
California Green Business Network
DRAFT Scope of Work 2019-2020 Program Year

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, staff time tracking, as well as progress and final reporting. Report the outcomes to the City and assist in preparing reports to CAGBN
- Participate in the CAGBN on the City’s behalf including participating in the statewide bi- annual meetings and other meetings and workshops through the CAGBN.
- Conduct oversight, updates, and track business activities and certification through the use of CAGBN database GreenBiz Tracker tool.
- Utilize the CAGBN checklists (part of the GreenBiz tool) for various business types such as retail, office, hotels, etc. This list will be used for initial walk throughs, audits, and follow up; notes will be added if applicable.
- Provide training and assistance to City staff and others on the GBN program as requested on database, outreach, and audit procedures.
- Recruit other community organizations or agency staff or expertise as needed.
- Consult with CAGBN staff as needed to help ensure that grant requirements are implemented appropriately and to provide any needed support.
- Recruit and certify the specified number of businesses as annually required by the CAGBN.
- Promote Green Business Program visibility through increased publicity to encourage the public to patronize certified and participating Green businesses.
- Advertise/publicize the program to promote recruitment of new green businesses.
- Use approved/provided promotional/media collateral: online, social media, and print media (postcard and brochure) to promote the Green Business program.
- Create and maintain a spread sheet to keep track of business progress marketing efforts.
- Distribute Green Business window clings with the CAGBN and Torrance logos to promote the statewide green business brand to successful participants.
- Assist with City Council recognition for newly certified businesses throughout the program period and other awards and recognition programs available, such as the SEED and Torrance Advantage awards.
- Coordinate with utility partners to provide incentives, rebates, business upgrades, sustainability opportunities, and assistance with audits, such as Metropolitan Water, Cal Water, So Cal Gas, So Cal Edison, and commercial refuse haulers.
- Conduct other related program activities as agreed to by the CITY and the CONSULTANT.

Note: 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.



City Attendance at Meetings

July 2019	Cities that attended																	
Monthly Meetings	Carson	El Segundo	Gardena	Hawthorne	Hermosa Beach	Inglewood	Lawndale	Lomita	Manhattan Beach	Palos Verdes Estates	Rancho Palos Verdes	Redondo Beach	Rolling Hills	Rolling Hills Estates	Torrance	County of LA	Los Angeles	
City Managers Meeting	S. Landers D. Roberts J. Raymond				N. DeAnda-Scaia	A. Fields		R. Smoot	B. Moe G. Gabriel	C. Petru	D. Willmore	J. Hoefgen M. Witzansky	E. Jeng	G. Grammer	L. Jackson K. Wand			
Energy Managers Working Group		O. Rodriguez	K. Kwak		K. Morris	H. Frisby		C. Dillon				M. Klein		J. Naughton	C. Wilson			
Homeless Service Task Force	K. Bennett S. Landers D. Roberts		J. Coppa	A. Monteiro	N. DeAnda-Scaia	R. Chavez L. Jones			G. Gabriel MBPD - no sign-in	K. Shea (PVEPD)		C. Horvath W. Windman (RBPD) K. Kauffman (RBPD)			M. Griffiths K. Wand J. Wierzbicki (Library)			
Infrastructure Working Group	G. Marquez	K. Berkman	W. Mendoza K. Kwak						E. Zandvliet			T. Semaan A. Winje			C. Bilezerian	M. Adhami (DPW) J. Ickes (DPW)		
Legislative Briefing	L. Berglund			O. Valentine A. Monteiro					G. Gabriel	K. Kao		C. Horvath L. Emdee		G. Grammer	M. Herring G. Chen M. Griffiths E. Jones K. Wand	J. LaMarque		
Planning Directors		S. Lee		S. Repp C. Palmer	K. Robertson	M. Wilcox			A. McIntosh	B. Rindge					D. Santana			
Senior Services Working Group		R. DelGado B. Martinez				K. Vint									B. Huff	T. Babiar (Library) B. Virobik (Commission on Aging) G. Davis (Commission on Aging)		
Transit Operators Working Group			E. Crespo D. Pynn							M. Gombert	M. Gombert	J. Rooney V. Waskow	M. Gombert	M. Gombert	K. Turner J. Lee			
Transportation Committee	C. Hicks J. Jo	O. Rodriguez						C. Dillon				C. Horvath T. Semaan			G. Rizzo J. Lee J. Crump	Y. Kim- Harabedian M. Adhami (DPW)		
Park & Recreation Directors		M. Petit C. Hentzen	S. Santin N. Sweeney	V. Norris			M. Estes		M. Leyman			J. LaRock		C. Morquecho		C. Cooper		

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South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – July 2019

Adherence to Strategic Plan:

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Climate Adaptation

The draft sub-regional vulnerability assessment is complete and being reviewed by cities. City-specific assessments will be made available to cities over the first week of August. The CivicSpark fellow presented the framework and contents of the city assessment at the City of Torrance’s Environmental Quality and Energy Conservation Commission on August 1st. Adaptation strategies have been developed for senior staff to select which ones work for the South Bay sub-regional plan. The SBCCOG is seeking another fellow for 2019/2020 who would help cities develop city adaptation strategies, as well as implement elements of the sub-regional adaptation plan.

Energy

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

2019 Goal: 10,000 therms 2019 Status: 0 therms installed GOAL: 0%

SBCCOG staff and the energy engineer are working with SoCalGas to help cities take advantage of the direct install. The SBCCOG staff anticipates that goals will be exceeded based on the project list below.

<i>Agency</i>	<i>Project</i>	<i>Therm Savings</i>	<i>Incentive</i>	<i>Comments</i>
City of Carson (12 sites)	DI Install - aerators, showerheads	TBD	TBD	verifying account numbers
City of Hawthorne (1 site)	DI Install - showerheads, pipe insulation	TBD	TBD	verifying account numbers
City of Manhattan Beach (6 sites)	DI Install - aerators, showerheads	TBD	TBD	verifying account numbers
Torrance USD	Pool heaters	TBD	TBD	Ken P. working on the application.
Torrance City Hall	Space heating boiler + controls	TBD	TBD	Project out for bid.
Total Therms Identified				

Energy Efficiency Partnership Program – Southern California Edison (SCE)

2019 Energy Saving Goal: 1,459,446 kWh 2019 Status: 228,755 kWh % of GOAL: 14.6%

2019 Demand Reduction Goal: 256 kW 2019 Status: 24 kW % GOAL: 8.7%

The South Bay continues to have a robust “pipeline” of projects specific to electricity (listed below). SCE sent an official correspondence to the Partnerships stating that there is no partnership funding for 2020. Edison, will however, honor into 2020 the tier level that cities are at by Dec. 30, 2019. The current city Energy Leader Partnership (ELP) tier levels are also listed below. The SBCCOG staff continues to work to identify other funding options to support program efforts. Staff attended an energy efficiency conference to coordinate with other partnerships, agencies, and 3rd party providers to support this effort.

City	Current ELP Tier Level	Energy Efficiency Measures (EEMs)	Estimated Completion Date	Estimated kWh savings	Estimated Incentive (\$)
<i>Cities need to implement projects as soon as possible as SCE funding is continually in transition; however, if projects are in progress and are scheduled to be completed in 2019, SCE is committed to complete their funding obligations as long as the city also meets all of their project requirements including deadlines.</i>					
Carson	Platinum	LED Streetlights	Q4/19	588,596	\$234,752
El Segundo	Gold	LED Sports Lighters	Q4/19	733,452	\$124,687
		Exterior LED Lighting	Q4/19	184,396	\$31,347
Gardena	Gold	Exterior & Interior Lighting	Q4/19	78,125	\$13,281
Hawthorne	Platinum	Exterior LED Lighting	Q4/19	194,254	\$38,851
Hermosa Beach	Platinum	Exterior LED Lighting	Q4/19	29,574	\$5,915
Inglewood	Platinum	Chiller VFD/HVAC Controls	Q3/19	238,000	\$63,645
Manhattan Beach	Platinum	Exterior LED Lighting	Q4/19	477,067	\$81,101
		LED Sports Lighters	Q4/19	305,597	\$61,119
Palos Verdes Estates	Platinum	Streetlights (LS-1 to LS-2 conversion)	Q4/19	517,922	\$103,584
		LED Lighting	Q4/19	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	Q4/19	381,513	\$64,857
Rolling Hills	Gold	LED Lighting	Q4/19	42,311	\$7,193
		LED Lighting	Q3/19	9,000	N/A
Torrance	Platinum	Exterior LED Lighting	Q2/20	841,894	\$143,122
		Interior LED Lighting	Q2/20	837,954	N/A
		VFD & Pump Motor	Q4/19	172,003	\$29,240
		Interior LED Lighting	Q4/19	16,741	N/A
Total				6,240,114	\$1,250,926

SCE/SCG Strategic Plan Funding: The SBCCOG Energy Engineer continued to work with cities to complete benchmarking and has entered over 500 accounts into the energy star system. Additionally, 6 facilities have draft benchmarking reports. Staff has begun setting meetings to meet with city staff to explain reports. A training session was conducted on “Benchmarking 101” in July as part of the regular Energy Managers working group meeting. The final project report is in progress and is expected to be completed by Winter 2019.

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 July 2019. Proceeds from HERO for 2019 Q2 = \$378.16. Proceeds for 2019 Q3 are expected in October. Total since program start in 2014 = \$30,581.78.

Program Activity through July 31, 2019

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Type of Products				Annual CO2 Reduced (tons)	
									Energy	Water	Renewable	Solar kW Installed		
Carson	5/23/14	21,478	2,048	1,321	\$92,906,955	758	\$19,597,159	177	1,280	76	189	441	4,696,186	1,149
El Segundo	5/23/14	4,227	56	46	\$7,871,840	26	\$794,814	7	37	10	8	18	178,673	43
Gardena	5/23/14	12,413	721	470	\$32,689,591	259	\$6,468,609	58	427	27	42	82	1,275,785	309
Hawthorne	5/23/14	11,772	574	407	\$32,198,214	233	\$5,435,628	49	374	16	44	88	1,190,665	291
Hermosa Beach	5/23/14	6,514	56	41	\$8,626,909	20	\$405,719	4	22	0	10	23	100,357	27
Inglewood	5/23/14	19,071	1,391	907	\$64,495,536	501	\$13,044,065	118	826	54	48	111	2,390,331	577
Lawndale	5/23/14	5,272	165	107	\$8,428,627	52	\$1,414,115	13	92	7	12	30	287,312	72
Lomita	5/23/14	4,619	116	93	\$8,855,153	48	\$1,187,680	11	77	6	14	39	325,459	80
Manhattan Beach	5/28/15	12,444	96	82	\$18,405,913	41	\$1,346,576	12	70	7	26	93	442,439	115
Palos Verdes Estates	5/28/15	5,123	38	34	\$7,516,281	10	\$527,780	5	16	3	4	11	78,276	20
Rancho Palos Verdes	5/23/14	14,857	231	198	\$32,066,375	93	\$2,955,319	27	164	7	24	87	787,090	191
Redondo Beach	5/24/15	20,477	191	155	\$20,585,717	79	\$1,561,997	14	115	3	18	37	442,331	108
Rolling Hills	5/23/14	706	6	6	\$1,631,678	2	\$119,637	1	2	0	0	0	995	0
Rolling Hills Estates	5/23/14	3,104	46	40	\$7,727,160	23	\$868,135	8	29	3	10	46	210,979	55
Torrance	5/23/14	37,971	749	606	\$65,646,018	343	\$7,943,504	72	493	32	112	271	2,152,483	532
Total		180,028	6,484	4,513	\$ 409,651,967	2,488	\$ 63,670,738	574	4,024	251	561	1,377	14,559,361	3,569

* 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: Proceeds from Ygrene for 2019 Q2 = \$155.93. Total since the program start in 2015 = \$8,681.62. Payment for 3rd quarter is expected in Oct 2019.

SolSmart:

Contract period is August 2018 through July 31, 2019

Contract goal: SolSmart Designation for 8 South Bay Cities + SBCCOG

Status of goal: 4 Cities have Achieved Gold Designation; 3 Cities have achieved Silver Designation; 1 City is in the process of completing pre-requisites for SolSmart Designation; and, the SBCCOG has submitted for Gold Designation

In the month of July, the “Gold Level” cities of Manhattan Beach, Carson, Torrance, and Rancho Palos Verdes continued to work with the SBCCOG and EcoMotion (Consultant) to develop value-added SolSmart programs such as community solar education programs and municipal solar and electric vehicle charging infrastructure planning. The City of Manhattan Beach has tentatively scheduled a community solar workshop for mid-October. As a result of Carson’s Solar Workshop (July), the City and SBCCOG continue to receive inquiries (residential and commercial) regarding solar and renewable energy installation. SBCCOG staff and the Consultant met with Palos Verdes Estates to help them complete and submit their SolSmart applications. The SBCCOG also submitted its application to become a “Regional SolSmart Designated” government agency. The SBCCOG continued revising its “Renewable Energy” webpage and the documentation of the organization’s efforts and advocacy towards the development of clean renewable energy in the South Bay.

CA Green Business Network (CAGBN) & South Bay Green Business Assist Program (GBAP):

CAGBN – In the month of July, SBCCOG staff assisted CAGBN cities of Hawthorne and Torrance with certifying businesses. A follow up site visit with AMPLUS Group was conducted on July 23rd. The SBCCOG team continues to conduct outreach and certify businesses in Torrance and Hawthorne as well as promote the program through social media. As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (45), Lawndale (26), Hawthorne (24), Redondo Beach (16), El Segundo (15), Gardena (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 200 businesses in the program as of the end of July 2019.

Water Conservation

West Basin Municipal Water District Programs (West Basin) Contract year is July 1, 2019 through June 30, 2020

Task 1. Educational Outreach Support

Exhibit Events

Contract goal: 100 exhibit events, presentations, workshops, networking opportunities, etc.

Status of goal: 9 exhibit events, presentations, workshops, networking opportunities, etc. were attended in July.

Water Bottle Filling Station Program

Contract goal: To assist with identifying locations for stations.

Status: Public sites are eligible to install two (2) water bottle filling stations for the same Tax ID #

Task 2. Support for Workshops & Events

Educational Classes

Contract goal: minimum of 5 and a maximum of 10

Status of goal: 1 completed; 4 scheduled

A Grass Replacement class was held on July 16th in Inglewood; 3 additional classes have been scheduled for August 29th in Hermosa Beach, September 18th in Culver City, and October 30th in Gardena.

Rain Barrel Giveaway

Contract goal: 5

Status of goal: 0 completed – events will take place in late 2019/early 2020

Task 3. Cash for Kitchens

Contract goal: target 75 commercial kitchens.

Status of goal: 1 water survey completed; One survey was conducted in the month of July.

SBCCOG staff continues to conduct outreach, schedule appointments, and conduct water assessments.

Task 4. IRWMP & Measure W Assistance

Contract goal: to assist West Basin as needed, including attendance at meetings, taking notes, assisting with reports, etc.

Status of goal: Staff will be attending upcoming meetings

Torrance Water Contract year is July 1, 2019 through June 30, 2020

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

Contract goal: as requested

Status of goal: 0 requested

Task 2: Cash for Kitchens

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

Status of goal: 0 water surveys completed; 0 follow-up site visits completed

SBCCOG staff continues to conduct outreach, schedule appointments, and conduct water assessments.

Water Replenishment District of Southern California (WRD) Contract year is July 1, 2019-September 30, 2020. Ongoing promotion of WRD programs continues through the SBCCOG's information kiosk, e-newsletters, other social media channels, and events for the month of July.

Sanitation Districts of LA County (LACSD) Contract year is July 1, 2019-June 30, 2020

The Sanitation Districts has requested our contract be aligned with their fiscal year.

Contract goal: pending SOW from Sanitation Districts regarding exhibit events, presentations, networking opportunities, etc.

Status of goal: N/A

Los Angeles Department of Water and Power (LADWP) Contract year is January 1-December 31, 2019

Contract goals:

- 8-12 targeted special exhibit events - *Status of goal:* 9 completed; 2 scheduled.
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* – **GOAL MET**
- 6-8 commercial kitchens to be identified for water assessments and conservation training.
Status of goal: 6 water surveys completed. – **GOAL MET**

Transportation

Shared Mobility Program (Contract period July 1, 2019 – June 30, 2022)

Contract goals: 72 outreach events; 36 vanpool or rideshare meetings or events; 8 Marketing/Media Survey Engagements

Status of goals: 8 outreach events; 0 vanpool or rideshare meetings; 1 Survey Engagement

In July, SBCCOG submitted its final invoice and report for the Metro Vanpool Program. Subsequently, Metro and the SBCCOG formally signed and executed a new service contract to replace the expired and successfully completed “Vanpool” contract. The new contract’s scope of work has been re-branded and is now called the “Shared Mobility Program”. The associated tasks and deliverable products to Metro reflect a change in outreach service that now includes both “Ridesharing” and “Vanpool” in the SBCCOG’s outreach efforts. Additionally, the new scope of work also includes on-line marketing/media survey engagements in support of Metro’s Shared Mobility efforts. To date, SBCCOG staff has provided Metro Shared Mobility information at 8 outreach events and has posted (on the SBCCOG landing page) information and click-through links to Metro’s “Our Next LA/South Bay” on-line survey instrument for transportation planning. SBCCOG continues strategic planning for this year’s outreach efforts.

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: 394 community events and 14 presentations completed. In addition, 31 SBESC e-newsletter articles have been facilitated by SBCCOG staff. - **GOAL MET**

In July, SBCCOG successfully completed its MEL contract and submitted its final invoice to Metro. SBCCOG continues to follow-up with Metro staff in anticipation of a new MEL contract. Discussions for the new contract reflect a 3-year, \$144,000 contract and scope of work for SBCCOG outreach in support of the Metro MEL program. SBCCOG is working to have the new MEL contract ready for Steering Committee review on August 12th.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Workshops, Trainings, & Exchanges

The following chart provides an overview of all registration events held in July 2019:

Event Date	Event Name	No. Attended/No. of RSVPs	Marketing Info. (how did they hear about the Workshop)	Staff Lead
7/16/2019	Grass Removal Class – Inglewood	59/88	Flyer: 24, Newspaper: 4, Online Calendar: 2, Other Social Media: 2, Postcard: 42, SBESC Email: 7, West Basin Social Media: 2, West Basin Website: 3, Word of Mouth: 2, Walk-In: 6	MS

Outreach Events

In July

- 7 community events
- 1 presentation
- 1 SCE Seminar
- 0 residential workshops
- 0 networking opportunities
- 9 meetings

Calendar year-to-date through July 2019:

- 22 community events
- 4 business events
- 13 presentations
- 4 SCE Seminars
- 12 residential workshops
- 11 networking opportunities
- 1 employee only event
- 103 meetings

Media

Social Media (*during the month of July*)

- SBCCOG -- Totals for Social Media (SBCCOG) (*top tweet – right*)
 - Twitter: 221 followers total, 4,900 impressions*
 - Facebook: 109 likes total, 199 impressions
- SBESC -- Totals for Social Media (*top tweet – right*)
 - Twitter: 549 followers total, 3,200 impressions*
 - Facebook: 739 likes total, 440 impressions
 - LinkedIn: 129 followers total, 90 impressions

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

Press Releases/Press Interviews/Articles/Network TV

- Press Release: *South Bay Cities Council of Governments Leads 21st Century Connectivity Effort with Selection of American Dark Fiber to Build a South Bay Fiber Network (7/10/2019)*



- “Redondo Beach ‘Fiber Ring’ Regional Network Announced” – *Easy Reader News* (7/27/2019)
<https://easyreadernews.com/redondo-beach-fiber-ring-regional-network-announced/>
- “South Bay Cities Sign Up Fiber Partner in California” – *Community Networks* (8/1/2019)
<https://muninetworks.org/content/south-bay-cities-sign-fiber-partner-california>

Volunteer Program

Status of Program: 172.65 hours for July 2019; 2019 thus far = 921.46 hours; *Grand total* as of 7/31/19: 19,721.74 (starting April 2008)

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South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: Bills to Monitor and for Action – **Status as of August 6, 2019**

Adherence to Strategic Plan:

RECOMMEND OPPOSE AB 315

Advocate for the interests of the South Bay

ENVIRONMENT

<p>AB 740 (Burke)</p>	<p>COMPLETELY AMENDED 7/2/19 Property insurance: fire hazard severity zones. Existing law requires each insurer to participate in the writings, expenses, and profits and losses of the association in the proportion that its premiums written bear to the aggregate premiums written by all insurers in the program, as specified, but requires the plan to provide for a method for insurers who voluntarily write basic property insurance on risks located in areas designated as brush hazard areas to be proportionately relieved of the liability to participate in the plan. This bill would add to the insurers that are proportionately relieved of the liability to participate in the FAIR Plan those voluntarily writing basic property insurance on risks in high or very high fire hazard severity zones, as determined and mapped by the Department of Forestry and Fire Protection. Would also revise the similar provision relating to areas designated as brush hazard areas by making it specifically applicable to areas so designated at the time coverage begins. Would declare that it is to take effect immediately as an urgency statute.</p>	<p>MONITOR</p>	<p>Senate Appropriations Committee Hearing Date: 8/12/19</p>
<p>AB 1694 (O'Donnell)</p>	<p>San Gabriel and Lower Los Angeles Rivers & Mountains Conservancy: territory: Dominguez Channel watershed & Santa Catalina Island. Existing law establishes the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy in the Natural Resources Agency and prescribes the functions and duties of the conservancy. Existing law, for purposes of those provisions, defines "territory" to mean the territory of the conservancy that</p>	<p>SUPPORT (6/27/19) (Ltr to Sen Nat Res & Water Comm. 7/2/19)</p>	<p>7/11/19 Senate Appropriations Committee</p>

	consists of those portions of the Counties of Los Angeles and Orange located within the San Gabriel River and its tributaries, the lower Los Angeles River and its tributaries, and the San Gabriel Mountains, as described. This bill would additionally include the Dominguez Channel watershed and Santa Catalina Island, as described, within that definition of territory, and would make various related changes to the boundaries of that territory.		
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FINANCE

SB 5 (Beall)	AMENDED 6/17/19 Affordable Housing and Community Development Investment Program. would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. Would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria. Would also authorize certain local agencies to establish an affordable housing and community development investment agency and authorize an agency to apply for funding under the program and issue bonds, as provided, to carry out a project under the program.	SUPPORT (3/28/19) (Ltr to Sen Housing Comm 4/1/19 & ltr to Asm Housing & Comm Dev Comm 7/1/19) LCC supports	7/11/19 Assembly Appropriations Committee
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HOUSING & HOMELESSNESS

AB 68 (Ting)	Land use: accessory dwelling units. Expands ministerial approval of ADUs to include multiple ADUs in existing multifamily dwellings, multiple detached ADUs on the same lot as a multifamily dwelling and an ADU and a JADU on one lot, under specified conditions. Requires local agencies to ministerially approve a building permit for certain ADUs and JADUs in 60 days (instead of 120 days) from the time of receipt of the completed application. Provides that a local ADU ordinance cannot impose lot coverage standards or require minimum lot size or certain setbacks, and	OPPOSE (5/23/19) (Ltr to Sen Housing Comm 6/3/19 & ltr to Sen EQ Comm 7/1/19)	Senate Appropriations Committee Hearing Date: 8/12/19
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	<p>cannot require offstreet parking to be replaced when existing parking like a garage, carport or covered parking structure is demolished for the construction or conversion of an ADU.</p> <p>Authorizes the Department of Housing and Community Development (HCD) to submit written findings to a local agency regarding whether the local ordinance complies with state law and requires the local agency, within 30 days, to respond by either amending its ordinance or adopting a resolution with findings explaining the reason the ordinance complies, and allows HCD to notify the attorney general (AG) that the local agency is in violation.</p>		
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<p>AB 302 (Berman)</p>	<p>AMENDED 6/26/19</p> <p>Parking: homeless students. Until December 31, 2022, would require a community college campus that has parking facilities on campus to grant overnight access to those facilities, on or before April 1, 2020, to any homeless student who is enrolled in coursework, has paid any enrollment fees that have not been waived, and is in good standing with the community college, for the purpose of sleeping in the student's vehicle overnight. Would require the governing board of the community college district to determine a plan of action to implement this requirement, as specified. On or before January 31, 2022, would require the chancellor's office to submit to the Legislature and the Governor a report based on data and information pertaining to the overnight parking facilities requirements and other housing services offered to homeless students, concerning which the bill would require the governing boards to report to the chancellor on or before October 1, 2021. Overnight parking facilities requirements would not apply to colleges providing specified homeless student housing services on or before April 1, 2020. On or before April 30, 2021, would require the chancellor's office to submit to the Legislature and the Governor a report based on data and information pertaining to the provision of these specified housing services on or before April 1, 2020, and other housing services offered to homeless students, concerning which the bill would require the colleges to report to the chancellor on or before 1/1/21.</p>	<p>MONITOR</p>	<p>7/11/19 Senate Appropriations Committee</p>
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<p>AB 881 (Bloom)</p>	<p>Accessory dwelling units. Limits the criteria by which a local agency can determine where ADUs may be permitted to the adequacy of water and sewer services and the impact of ADUs on traffic flow and public safety. Requires local agencies to ministerially approve ADUs on lots with multi-family residences and within existing garages. Removes, until January 1, 2025, the authority for local agencies to require that applicants for ADUs be owner occupants and removes the ability for cities to require owner occupancy for either the primary or the accessory dwelling unit. Specifies that, in measuring one-half mile from public transit for purposes of applying parking requirements, it is measured in walking distance. Adds a definition of "public transit" to mean a bus stop, bus line, light rail, street car, car share drop off or pick up, or heavy rail stop. Adds a definition of "accessory structure" to mean a structure that is accessory and incidental to a dwelling located on the same lot.</p>	<p>OPPOSE (5/23/19) (Ltr to Sen Housing Comm 6/3/19 & ltr to Sen Gov Fin Comm 7/1/19)</p> <p>LCC Opposes unless amended</p>	<p>7/8/19 Senate Appropriations Committee</p>
<p>AB 1482 (Chiu)</p>	<p>Tenancy: rent caps. Would, with certain exceptions, prohibit an owner of residential property from terminating the lease of a tenant that has occupied the property for at least 12 months without just cause, as defined. Would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. Would require, for no-fault just cause terminations, as specified, that the owner assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified. Would except certain properties and circumstances from the application of its provisions. Would require an owner of residential property to provide notice to a tenant of the tenant's rights under these provisions at the beginning of the tenancy by providing an addendum to the lease to be signed by the tenant when the lease is signed. Would not prevent local rules or ordinances that provide a higher level of tenant protections, as specified. Would void any waiver of the rights under these provisions. Would repeal these provisions as of January 1, 2023. Would, until January 1, 2023, prohibit an owner of residential real property from increasing the rental rate for that property more than once annually, and prohibit the owner from increasing the rental rate in an amount that is greater than 7% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower,</p>	<p>MONITOR</p> <p>SBACC approved</p>	<p>7/11/2019 Senate Appropriations Committee</p>

	more than the lowest rental rate charged for the immediately preceding 12 months, subject to specified conditions. Would exempt from these provisions deed-restricted affordable housing, specified dormitories, housing that has been issued a certificate of occupancy within the previous 10 years, housing subject to a local ordinance that imposes a more restrictive rent increase cap than these provisions, and specified single-family housing. Would require the Legislative Analyst's Office to submit a report, on or before January 1, 2023, to the Legislature regarding the effectiveness of these provisions. Would void any waiver of the rights under these provisions. Provides that these provisions apply to all rent increases occurring on or after March 15, 2019.		
SB 6 (Beall)	Residential development: available land. Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. Would require the Department of General Services to create a database of that information and information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet web. Would require for any housing element adopted on or after January 1, 2021, that an electronic copy of the inventory of land suitable for residential development be submitted to the Department of Housing and Community Development.	MONITOR	7/3/19 Assembly Appropriations Committee
SB 127 (Wiener)	AMENDED 5/17/19 Transportation funding: active transportation: complete streets. Would establish the Division of Active Transportation within the Department of Transportation (Caltrans), and require the inclusion of bicycle and pedestrian facilities on specified capital improvement projects in the State Highway Operation and Protection Program (SHOPP), as specified.	OPPOSE (2/11/19) (ltr to Sen Housing Comm 2/20/19 & ltr to Asm Trans Comm 7/1/19)	7/8/2019 Assembly Appropriations Committee
SB 330 (Skinner)	AMENDED 7/1/19 Housing Crisis Act of 2019. The Housing Accountability Act, which is part of the Planning and Zoning Law, prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project for very low, low-, or moderate-income households or an emergency shelter unless the local agency makes specified written findings based on	OPPOSE (3/28/19) (Ltr to Sen G & F Comm 4/9/19 & ltr to Asm	7/11/2019 Assembly Appropriations Committee

	<p>a preponderance of the evidence in the record. The act specifies that one way to satisfy that requirement is to make findings that the housing development project or emergency shelter is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete. The act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. Until January 1, 2030, would specify that an application is deemed complete for these purposes if a complete initial application was submitted, as described.</p>	<p>Local Gov Comm 7/2/19)</p>	
<p>SB 592 (Wiener)</p>	<p>AMENDED 7/3/19 Housing Accountability Act. The Housing Accountability Act, among other things, prohibits a local agency from disapproving or conditioning approval in a manner that renders infeasible a housing development project that complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete within the meaning of the Permit Streamlining Act, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. Would additionally prohibit a local agency from disapproving or conditioning a housing development project that is determined to be complete, as provided, and would make other related conforming changes. Would provide that the act applies to a housing development project regardless of whether the local agency's review of the project is a ministerial or use by right decision, or a discretionary approval.</p>	<p>OPPOSE (6/27/19) (Ltr to Asm Housing & Comm Dev Comm. 7/1/19)</p>	<p>7/11/2019 Assembly Appropriations Committee</p>

PUBLIC SAFETY

<p>AB 228 (Aguiar-Curry)</p>	<p>Food, beverage, and cosmetic adulterants: industrial hemp products. Would require a manufacturer of food that includes industrial hemp to be able to demonstrate that all parts of the plant used in their food come from a state or country that has an established and approved industrial hemp program that inspects or regulates hemp under a food safety program or equivalent criteria to ensure safety for human consumption and the industrial hemp cultivator or grower to be in good standing and compliance with the governing laws of the state or country of origin. Would prohibit a raw hemp product, as defined, from being distributed or sold in this state without a certificate of analysis from an independent testing laboratory, as defined, that confirms specified information, including that the tested batch of industrial hemp does not contain contaminants that are unsafe for human consumption. By creating a new crime, this bill would impose a state-mandated local program.</p>	<p>OPPOSE (6/10/19) (Ltr sent to Sen. Business, Prof. & Econ Dev Comm 6/11/19 & ltr to Sen Approp Comm 7/1/19)</p>	<p>6/26/19 Senate Appropriations Committee</p>
<p>AB 1190 (Irwin)</p>	<p>Unmanned aircraft: state and local regulation: limitations. Would, among other things, prohibit a state or local agency from adopting any law or regulation that bans the operation of an unmanned aircraft system. Would also authorize a state or local agency to adopt regulations to enforce FAA regulations regarding the operation of unmanned aircraft systems and would authorize state and local agencies to regulate the operation of unmanned aircraft and unmanned aircraft systems within their jurisdictions, as specified. Would also authorize a state or local agency to require an unmanned aircraft operator to provide proof of federal, state, or local registration to licensing or enforcement officials. Would authorize a local entity to designate a recreational operating area for unmanned aircraft operation. Would immunize a local entity that designates such a recreational are from liability for injury or damage associated with unmanned aircraft operation, if specified signage is posted.</p>	<p>MONITOR LCC supports</p>	<p>6/19/19 Senate Rules Committee</p>

TRANSPORTATION

<p>AB 516 (Chiu)</p>	<p>Authority to remove vehicles. Existing law authorizes a peace officer, as defined, or a regularly employed and salaried employee, who is engaged in directing traffic or enforcing parking laws and regulations, of a city, county, or jurisdiction of a state agency in</p>	<p>OPPOSE (6/27/19)</p>	<p>7/9/19 Senate Appropriations Committee</p>
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	<p>which a vehicle is located, to remove a vehicle located within the territorial limits in which the officer or employee may act, under designated circumstances, including, but not limited to, when a vehicle is found upon a highway or public land or removed pursuant to the Vehicle Code, and has been issued 5 or more notices of parking violations to which the owner or person in control of the vehicle has not responded within a designated time period. Under existing law, a vehicle that has been removed and impounded under those circumstances that is not released may be subject to a lien sale to compensate for the costs of towage and for caring for and keeping safe the vehicle. This bill would delete the authority of a peace officer or public employee, as appropriate, to remove or immobilize a vehicle under those circumstances. The bill would also modify the authority to remove a vehicle parked or left standing for 72 or more consecutive hours in violation of a local ordinance by requiring the vehicle to remain parked or left standing for 10 or more business days after a notice is affixed to the vehicle specifying the date and time after which the vehicle may be removed. The bill would repeal the related authority to conduct a lien sale to cover towing and storage expenses.</p>	<p>(Ltr to Sen Pub Safety Comm. 7/1/19)</p> <p>LCC opposes</p>	
<p>SB 400 (Umberg)</p>	<p>Reduction of greenhouse gases emissions: mobility options. Existing law establishes the Clean Cars 4 All Program, which is administered by the State Air Resources Board to focus on achieving reductions in the emissions of greenhouse gases, improvements in air quality, and benefits to low-income state residents through the replacement of high-polluter motor vehicles with cleaner and more efficient motor vehicles or a mobility option. Existing law defines specified terms, including mobility options, which means a voucher for public transit or car sharing for purposes of the program. This bill would additionally provide that mobility options also include bike sharing and electric bicycles.</p>	<p>MONITOR</p>	<p>7/1/19 Assembly Appropriations Committee</p>

FEDERAL

<p>HR 530 (Eshoo)</p>	<p>Accelerating Wireless Broadband Deployment by Empowering Local Communities Act of 2019. Overturns the FCC's September order preempting local authority over small cell wireless infrastructure on January 14, the day the order took effect. Would not preclude future FCC or congressional preemption of cities on wireless infrastructure, but it would halt the FCC's harmful</p>	<p>SUPPORT & REQUEST CO-SPONSORS (2/11/19)</p>	<p>1/25/19 House Energy & Commerce Committee - Subcommittee on Communications & Technology</p>
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	preemption order, which ignored the input of hundreds of local governments. The bill also complements ongoing efforts to overturn the FCC order in federal courts, and the investigation by congressional leaders into alleged attempts by the FCC to thwart that litigation.	Endorsed by NLC, NATOA, NAC	
HR 1507 (Blumenauer)	The Bicycle Commuter Act of 2019. Official summary in progress. Would allow cyclists to deduct more than \$50 per month and write off bike-share memberships.	MONITOR	3/5/19 House Ways and Means Committee

STATE LEGISLATIVE CALENDAR

- Aug. 12 Legislature reconvenes from Summer Recess
- Aug. 30 Last day for fiscal committees to meet and report bills
- Sept. 3-13 Floor session only. No committees may meet for any purpose, except Rules Committee, bills referred pursuant to A.R. 77.2, and Conference Committees
- Sept. 6 Last day to amend bills on the floor
- Sept. 13 Last day for any bill to be passed. Interim Recess begins upon adjournment

NEW LAWS

AB 147 (Burke D) Use taxes: collection: retailer engaged in business in this state: marketplace facilitators.
SBCCOG supported

2 YEAR BILLS

AB 36 (Bloom) Residential tenancies: rent control. – SBCCOG monitored

AB 148 (Quirk-Silva) Regional transportation plans: sustainable communities strategies. – SBCCOG monitored
Would require each sustainable communities strategy to identify areas within the region sufficient to house an 8-year projection of the emergency shelter needs for the region, as specified

AB 245 (Muratsuchi) California Aerospace and Aviation Commission. – SBCCOG supported
Would establish, within the Governor’s Office of Business and Economic Development, the California Aerospace and Aviation Commission consisting of 17 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 authorize the commission to engage in various other activities in undertaking its mission and responsibilities, as specified.

AB 315 (Garcia) Local government: lobbying associations: expenditure of public funds. - SBCCOG RECOMMENDED OPPOSE
This bill, with respect to moneys paid to or otherwise received by an association from a local agency or district member of the association, would prohibit an association of local agencies or districts from expending those moneys for any purpose other than the above-described activities and educational activities. Would also require the association to publicly disclose the amount of those moneys expended on the above-described activities of the association. Would prohibit an association from incurring any travel-related expenses except as may be necessary for the association to hold an annual conference or other gathering of its members.

AB 326 (Muratsuchi) Vehicles: motorized carrying devices. – SBCCOG monitored
Would define a motorized carrying device and authorize the use of a motorized carrying device, in accordance with specified rules, on sidewalks and crosswalks.

AB 470 (Limón) California Green Business Program. – SBCCOG monitored
Would establish the California Green Business Program within the California Environmental Protection Agency and require it to develop baseline, beyond compliance, sector-specific environmental standards, as defined, for green business certification programs operated by local governments or their designees.

AB 659 (Mullin) Transportation: emerging transportation technologies - SBCCOG monitored but support recommended
Creates a competitive grant program—the California Smart City Challenge Grant Program—by which local governments compete for funding to adopt and implement emerging transportation technologies that achieve a number of specified transportation, economic and environmental goals.

AB 1112 (Friedman) Shared mobility devices: local regulation. – SBCCOG monitored
Would define a “shared mobility device” as a bicycle, electric bicycle, motorized scooter, electrically motorized board, or other similar personal transportation device, that is made available to the public for shared use and transportation, as provided. Would require shared mobility devices to include a single unique alphanumeric ID. Would allow a local authority to require a shared mobility device provider to provide the local authority with deidentified and aggregated trip data and operational data, including as a condition for operating a shared mobility device program. Would prohibit the sharing of individual trip data, except as provided by the Electronic Communications Privacy Act. Would allow a local authority to enact reasonable regulations on shared mobility devices and providers within its jurisdiction, including, but not limited to, requiring a shared mobility service provider to obtain a permit. Would allow a local authority to ban persons from deploying and offering shared mobility devices for hire on its public right of way, subject to the California Environmental Quality Act.

AB 1279 (Bloom) Planning and zoning: housing development: high-resource areas.
Allowing development by right in designated areas – SBCCOG monitored

AB 1286 (Muratsuchi) Shared mobility devices: agreements. – SBCCOG supported
Would require a shared mobility service provider, as defined, to enter into an agreement with the city or county with jurisdiction over the area of use that requires the provider to maintain a specified amount of commercial general liability insurance and prohibits the provider from including specified provisions in a user agreement before distributing a shared mobility device within that jurisdiction. Would define shared mobility device to mean an electrically motorized board, motorized skateboard, electric bicycle, bicycle, or other similar person transportation

device. Would require a city or county that authorizes a shared mobility device provider to operate within its jurisdiction on or after January 1, 2020, to adopt operation, parking, maintenance, and safety rules regarding the use of the shared mobility devices in its jurisdiction before the provider may offer shared mobility devices for rent or use. Would require a city or county that authorized a provider to operate within its jurisdiction before January 1, 2020 and continues to provide that authorization to adopt those operation, parking, maintenance, and safety rules by January 1, 2021.

AB 1356 (Ting) Cannabis: local jurisdictions: retail commercial cannabis activity. – SBCCOG opposed
Would require a local jurisdiction to issue a minimum number of local licenses authorizing specified retail cannabis commercial activity within that jurisdiction.

AB 1530 (Cooley) – Unauthorized cannabis activity reduction grants: local jurisdiction restrictions on cannabis delivery – SBCCOG supported
Would require the Board of State and Community Corrections to create and administer a program of grants to be made on a competitive basis to cities, counties, and joint powers authorities to establish or expand an enforcement program against unauthorized cannabis activity and provide consumer education about the difference between licensed or legal cannabis activity and unlicensed or illegal cannabis activity.

AB 1672 (Bloom) Solid waste: flushable products – SBCCOG monitored but support recommended
Would require nonflushable products to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified.
Would establish enforcement provisions

SB 50 (Wiener) Planning and zoning: housing development: incentives – SBCCOG opposed
Would authorize a development proponent of a neighborhood multifamily project located on an eligible parcel to submit an application for a streamlined, ministerial approval process that is not subject to a conditional use permit as well as numerous other by right requirements.

SB 732 (Allen) Transactions and use tax: South Coast Air Quality Management District.- SBCCOG monitored
Would authorize the south coast district board to impose a transactions and use tax within their boundaries.

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South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: Request from Cal Water for Support on Wildfire Liability Issue

Adherence to Strategic Plan

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

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has received a request from Cal Water to support them on an issue of wildfire liability. Currently, the state's drinking water suppliers are potentially held liable for fires they have no role in starting. Fact sheet attached.

This predicament stems from a lawsuit against the Yorba Linda Water District (Water District) in relation to the Freeway Complex Fire, which was started by a broken-down vehicle. The Water District was held financially responsible for some of the fire damage – almost \$70 million – not because it started the fire but because the fire damaged some of the Water District's facilities, preventing it from pumping water to one neighborhood. In this case, a victim of the fire – the Water District – was held responsible for the damage caused by the fire as a result of the current application of the legal theory of inverse condemnation. Similar logic is now being used in lawsuits against other public drinking water suppliers, and additional lawsuits may be forthcoming as we experience more wildfires.

DISCUSSION

The League of California Cities, California Association of Counties and The Association of California Water Agencies have all signed an amicus brief supporting the Yorba Linda Water District. Locally, the City of Lomita and the Chambers of Commerce of Torrance, Palos Verdes Peninsula, Redondo Beach, Carson and Hermosa Beach as well as Golden State Water Company are all supportive of this initiative.

RECOMMENDATION:

That the Steering Committee recommend that the SBCCOG Board send the attached letter of support.



THE COALITION FOR **FIRE PROTECTION** **ACCOUNTABILITY**

As wildfire risks increase across California, the safety and reliability of our drinking water supply is under increasing threat, too.



SAFE COMMUNITIES DEPEND ON **STRONG WATER SYSTEMS**

Without common sense reforms, public drinking water systems – and their customers – potentially face lawsuits for damage caused by fires they didn't start. Water systems found responsible under California's strict liability standard could be forced to foot the bill for damage caused by wildfires, even if they don't do anything wrong. This unsustainable standard could force public drinking water suppliers into bankruptcy, threatening the tens of thousands of jobs they provide and the safety and reliability of the drinking water that sustains our communities.

Our diverse coalition of public drinking water suppliers, labor, and other organizations has come together to protect California's drinking water systems – the lifeblood of every community and an essential first line of defense for firefighters.

WATER SUPPLIERS AND THEIR CUSTOMERS STUCK WITH WILDFIRE BILLS

Following the Freeway Complex Fire, the Yorba Linda Water District was slapped with a \$69 million judgement, despite the Superior Court determining that the Water District did nothing wrong and had nothing to do with starting the fire.

The District had to pay tens of millions of dollars because the fire – which was caused by a disabled vehicle – damaged the water supplier's pumps, which then couldn't be used to help fight the fire. The Water District – and the people who depend on it – were victimized first by the fire and again when they got stuck with the bill.

The same logic used against Yorba Linda Water District is now being used in suits across the state against other public drinking water suppliers. These risks will be magnified if the Governor and Legislature do not act to protect the safety of communities who depend on strong water systems.



“

The current interpretation of inverse condemnation, **holding utilities strictly liable for any wildfire** caused by utility equipment **regardless of standard of care or negligence, imperils** the viability of the state's utilities, **customers' access to affordable energy and clean water**, and the state's climate and clean energy goals; it also, does not equitably socialize the costs of utility-caused wildfires.

*Commission on Catastrophic Wildfire Cost & Recovery
June 2019*

DIRE CONSEQUENCES OF INACTION

Without common sense reforms, lawsuits against public drinking water suppliers for wildfire damages could:

- Drain millions of dollars needed to build and maintain water infrastructure – putting clean, safe drinking water at risk for Californians;
- Jeopardize the financial stability of public drinking water suppliers, limiting their ability to adapt to climate change and help the state achieve its greenhouse gas emission reduction goals;
- Put ratepayers and taxpayers on the hook for costs that aren't their fault and force water rates higher; and
- Threaten the jobs of the tens of thousands workers who operate drinking water systems.

POLICY PRINCIPLES

SAFETY & ACCOUNTABILITY

To reduce the chances of catastrophic wildfires, there should be an enhanced focus on ensuring:

- Compliance with wildfire mitigation plans; and
- Prudent maintenance and operation of electric infrastructure.

FAIRNESS

- Establish clear and fair rules of responsibility to help victims quickly recover from wildfires; and
- Implement reforms that prevent the tools firefighters use to battle fires, including public drinking water systems, from being blamed and held responsible for fires they don't start.

EMERGENCY RESPONSE

To maximize each community's fire protection capabilities, public drinking water suppliers should:

- Be encouraged to establish protocols for wildfire response in their Emergency Response Plans; and
- Coordinate the preparation of their Emergency Response Plans with first responders, including local fire departments.



July XX, 2019

The Honorable Gavin Newsom
Governor, State of California
Governor's Office, State Capitol
Sacramento, CA 95814

The Honorable Toni Atkins
President Pro Tempore, California Senate
Room 205, State Capital
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker, California Assembly
Room 219, State Capitol
Sacramento, CA 95814

Re: Wildfire Liability, Public Drinking Water Suppliers, & Fire Safety

The undersigned cities, counties, and community organizations – including the constituents we serve – receive water utility service from California Water Service (Cal Water), one of California's largest public drinking water suppliers and the largest regulated by the California Public Utilities Commission. In light of the growing threat posed by wildfires in California, we are very concerned about the consequences that could befall our communities if the state's drinking water suppliers continue to be potentially held liable for fires they have no role in starting. Ironically, holding drinking water suppliers financially responsible for these wildfires could, inadvertently, increase the risks our communities face from more traditional urban fires.

This predicament stems from a lawsuit against the Yorba Linda Water District (Water District) in relation to the Freeway Complex Fire, which was started by a broken-down vehicle. The Water District was held financially responsible for some of the fire damage – almost \$70 million – not because it started the fire but because the fire damaged some of the Water District's facilities, preventing it from pumping water to one neighborhood. In this case, a victim of the fire – the Water District – was held responsible for the damage caused by the fire as a result of the current application of the legal theory of inverse condemnation. Similar logic is now being used in lawsuits against other public drinking water suppliers, and additional lawsuits may be forthcoming as we experience more wildfires.

Rather perversely, holding public drinking water suppliers potentially responsible for fires they do not start could make our communities less safe. The recently-issued report from the Commission on Catastrophic Wildfire Cost and Recovery highlights that this type of application of the inverse condemnation doctrine threatens to choke off capital needed to make continued

investments in utility infrastructure: investments that are critical to the continued safety and reliability of California's drinking water systems. Because they are interconnected, reducing the reliability of California's drinking water systems could undermine the reliability of our fire protection systems, actually increasing the dangers posed by fires, even in more traditional urban fire scenarios.

To ameliorate these risks, we respectfully encourage the Legislature and Administration to implement common sense reforms that make clear public drinking water suppliers are not responsible for the damage from fires they and their facilities do not start. Such a narrowly tailored reform would not unduly affect the rights of homeowners and other fire victims in other circumstances, while at the same time it would help to ensure the continued safety of California's drinking water and reliability of our fire protection systems.

Sincerely,

Cc: The Honorable Bill Dodd, Chair, Senate Select Committee on Governor's Wildfire Report
The Honorable Ben Hueso, Chair, Senate Committee on Energy, Utilities, & Communications
The Honorable Henry Stern, Chair, Senate Committee on Natural Resources & Water
The Honorable Chris Holden, Chair, Assembly Committee on Utilities & Energy
The Honorable Eduardo Garcia, Chair, Assembly Committee on Water, Parks, & Wildlife

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South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: 2019 Holiday Light Exchange

Adherence to Strategic Plan

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

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has been conducting a Holiday Light Exchange through the Environmental Services Center (SBESC) for almost 10 year in the late fall. The program has been successful in providing actual replacement of old incandescent holiday lights with LED as well as providing education to South Bay residents. The program was first funded through the Southern California Edison (SCE) and SoCalGas, but as the utility funding became more restrictive, the SBCCOG staff solicited donations from local businesses to purchase the lights. Funding the program in this way has been very time consuming and labor intensive.

DISCUSSION

Over the last two years, it appears that the market and excitement for this activity has slowed down. SBCCOG staff has noted that the same participants seem to be coming every year and that there are very few new people attending. The utility industry in general believes that there has been a complete market transformation and therefore, they are no longer providing resources for this type of activity. In addition, the SBCCOG will be preparing and moving offices during the time the holiday light exchange is typically scheduled

RECOMMENDATION:

That the Steering Committee recommend that the SBCCOG Board discontinue the holiday light exchange until further notice.

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South Bay Cities Council of Governments

SBCCOG Board of Directors' Meeting
Thursday, August 22, 2019 @ 6:00 pm
Katy Geissert Civic Center Library
3301 Torrance Blvd.
Torrance, Ca. 90503

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, 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 Magellan Advisors (attachment) – Approve**
 - C. **Wildfire Liability Support Letter (attachment) – Approve**
 - D. **Future of Holiday Light Exchange (attachment) – Approve**
 - E. **ICLEI Membership Dues (attachment) – Approve**
 - F. **Status of Legislation of Interest to SBCCOG (attachment) – Approve**
 1. **AB 315 – Oppose**

G. Monthly Reports – Receive and File

1. **South Bay Environmental Services Center Report** (*attachment*)
2. **Transportation Report** (*attachment*)
3. **Service Council Report by Ralph Franklin, Chair** (*attachment*)

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

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

1. Steve Lantz

B. Subregional Adaptation Plan and City Vulnerability Assessments (6:20 pm)

1. Carolyn Yvellez, SBCCOG Civic Spark Fellow

VIII. SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES (6:45 pm)

- A. South Bay Fiber Network
- B. Senior Services
- C. Homeless Services
- D. Slow Speed/Local Travel Network Project
- E. Office Move
- F. Other

IX. TRANSPORTATION REPORTS

- A. Metro Report by Board member James Butts/Mike Bohlke (**7:05 pm**)
- B. SBCCOG Transportation Committee by Christian Horvath (**7:10 pm**)

X. AGENCY REPORTS (7:20 pm)

- A. League of California Cities & LA Division Legislative Committee (Bea Dieringer & Jeffrey Kiernan)
- B. Air Quality Management District (Judy Mitchell, Joe Buscaino, Janice Hahn & Denny Shaw)
- C. SCAG & Committees (*attachment*)
 1. Energy and Environment (Judy Mitchell, Jim Osborne)
 2. Transportation (Dan Medina, James Gazeley, Drew Boyles)
 3. Community, Economic, & Human Development (Frank Zerunyan & Mark Waronek)
 4. Regional Council (Judy Mitchell, Dan Medina, James Gazeley)
- D. Santa Monica Bay Restoration Commission (Bill Brand/Jeff Duclos)- NO August Meeting
- E. Stormwater Funding
 1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary & Milton Herring)
- F. South Bay Association of Chambers of Commerce (Olivia Valentine)
- G. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
- H. KHRH (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
- I. South Bay Workforce Investment Board (Chris Cagle)
- J. California Association of Councils of Governments - CALCOG (Britt Huff)

XI. UPCOMING EVENTS & ANNOUNCEMENTS

XII. ADJOURNMENT

**Next Board meeting –
Thursday,
September 26, 2019
@ Torrance Main Library**

South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

RE: Contract with Magellan Advisors

Adherence to Strategic Plan

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

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has been working with Magellan Advisors since 2016 and the inception of the studies that have been conducted on a regional fiber network for the South Bay. They wrote the feasibility study and developed the concept for the South Bay regional fiber network (SBFN) and then guided us through the RFP and selection process for the American Dark Fiber team. All of these tasks were paid for by the South Bay Workforce Investment Board with funding contributed for the RFP from Supervisor Ridley-Thomas. Funding from the SBWIB ran out at the end of June, 2019 and but Magellan has continued to be on call to us pending this action.

DISCUSSION

With the approval of Measure M funds for the implementation of the South Bay Fiber Network, we now have the funds to contract with Magellan Advisors directly. Their assistance to our team has been invaluable in dealing with the American Dark Fiber team and helping us understand not only terminology but also industry practices and standards. Going forward, we plan to have them assist us with the construction management issues that will arise. Attached are the scope of services upon which we have agreed.

SOLE SOURCE JUSTIFICATION

The SBCCOG staff feels that their assistance on an as needed basis through the construction and start of the SBFN is essential. Additionally, staff feels that as we are midway through this project, it is extremely important to keep Magellan Advisors on contract and not go out for bid as their team understands the project - how we got here, our goals and objectives and the different perspectives of our cities.

RECOMMENDATION:

That the Steering Committee recommend that the SBCCOG Board approve a contract with Magellan Advisors for the time between July 1, 2019 and June 30, 2020 for 400 hours/month at their rate of \$210/hour for a cost not to exceed \$84,000 to be paid for from the Measure M MSP Subregional funds for this project.



South Bay Cities COG

Proposal for Broadband Consulting Services

Prepared For: Jacki Bacharach
Executive Director
South Bay Cities Council of Governments
20285 S. Western Ave #100
Torrance, CA 90501
jacki@southbaycities.org

Prepared By: Jory Wolf
VP of Digital Innovation
Magellan Advisors
O: 818.312.7768
E: Jwolf@magellan-advisors.com
www.magellan-advisors.com

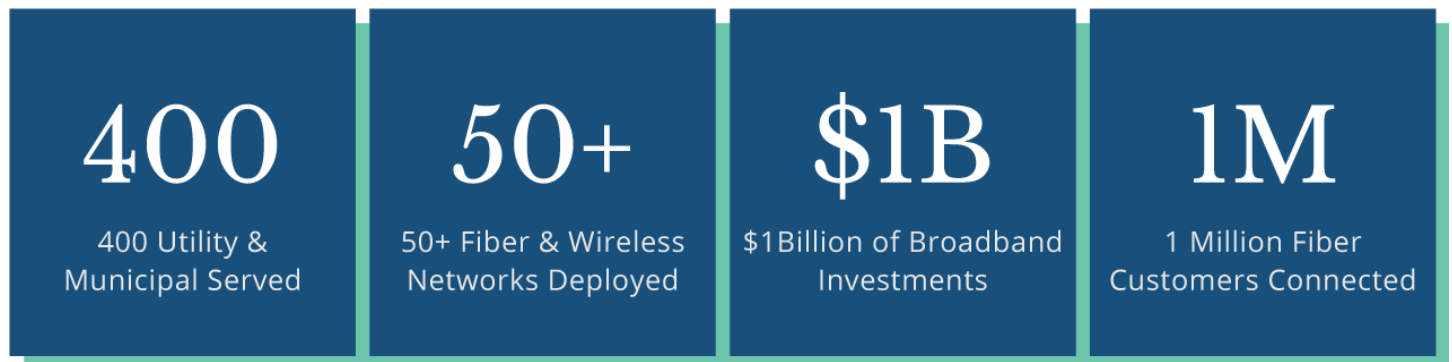
About Magellan Advisors

Magellan provides leading wireless, broadband, Smart City, information technology and security consulting services to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications and utility consulting to create smart gigabit cities of tomorrow. Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and Smart City networks that keep communities competitive in the digital world.

Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a “hands-on” firm with strong project management abilities and implementation skills to see our clients’ projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Through our services, over \$1 billion of new fiber investments have been made connecting more than 1,000 schools, hospitals, libraries and governments and passing nearly 1 million homes with fiber.

Our combination of unmatched broadband, telecom, business and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over \$1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement and manage gigabit broadband networks than any other firm in the market.



Portfolio of Services

BROADBAND FEASIBILITY STUDIES

Community Needs Assessments
Business Models & Financial Planning
Market Analysis & Current Environment
Design & Engineering
Network Analysis & Inventory
Opportunity, Risk & Benefit Analysis

BROADBAND DESIGN ENGINEERING

FTTH, FTTP, Metro & Long-Haul Fiber
Routing, Switching & MPLS
Fixed Wireless, Microwave & Wi-Fi
Internet, Voice & Video Integration
GPON Active Ethernet & WDM
BSS/OSS Network Management Systems

SMART CITY PLANNING

Asset Assessments
Smart City Solutions Needs Assessments
Strategic Smart City Planning
Vendor Selection
SCADA Consulting
IT Governance

NETWORK IMPLEMENTATION

Standards & Specifications
Sales & Marketing
Vendor Selection & Management

NETWORK IMPLEMENTATION (CONT.)

Construction Management & Inspections
Installation & Activations
Operations & Customer Service

PUBLIC POLICY & GOVERNANCE

Right-of-Way Management Ordinance
Dig Once & Joint Trench Policies
Wireless Ordinance & Guidelines
Telecommunications Master Funding
Fiber Ordinance & Guidelines
Internal & External Working Groups

BUSINESS MODELS & PARTNERSHIPS

Dark Fiber, Open Access, Triple Play
Partner Recruitment & RFQs
Feasibility Analysis of Business Models
Advocacy & Negotiation in Partnerships
Public-Private Partnership Development
Opportunity, Risk & Benefit Analysis

PROJECT MANAGEMENT

Procurement & Contract Negotiation
Construction Management
Network Commissioning & Certification
Content Acquisition & Agreements
Sales, Marketing & Business
Development
Business & Operations Management

Consulting Team

The bios below highlight the experience of the Magellan team proposed to complete work for South Bay Cities Council of Governments (“SBCCOG”).



Jory Wolf, VP of Digital Innovation

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, CA where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Jory and his teams have received over 50 awards for information technology projects during his career and in 2012 he received the CIO Lifetime Achievement Award from the Los Angeles Business Journal.



Joe Carella: Sr. Broadband Consultant

Joe Carella has over 25 years’ experience in technology management, applications development, enterprise application integration, operations management, and consulting in the technology space, including the last seven years in fiber construction, broadband management, digital inclusion and smart cities planning for two metropolitan municipal governments. Prior to joining Magellan, he had roles as CIO at a financial services firm, as head of applications at a Wall Street broker / dealer, and developing strategic IT and organizational restructuring plans for a global biotechnology firm. He has successfully applied for over \$75 million in federal grants, including \$23 million in three Broadband Technology Opportunities Program (BTOP) grants, which fulfilled all program goals and closed successfully. Joe is a certified PMP, understands the E-Rate program, and graduated from NYU with majors in Mathematics and Computer Science, and minors in Economics and Philosophy.



Melanie Downing, Project Management Analyst

Melanie has a background in technical communication and has extensive experience coordinating, researching, and implementing projects across a variety of fields from defense contracts to small business plans. Prior to joining Magellan in 2018, she worked in healthcare management and consulting and was a graduate student at the University of Central studying technical communication in technology and public policy. In her current role as Project Management Analyst, she supports Magellan’s West Coast team, assisting more than twenty local governments across California, Oregon, and Washington with broadband initiatives. Melanie coordinates project-related data including the development and completion of scopes of work, timelines, milestones, deliverables, project tasking, and quality control, helping to ensure the success of our clients’ communities.

Scope of Services

Magellan Advisors proposes to provide consulting services on a time and materials basis to the South Bay Cities Council of Government (SBCCOG) to assist with the development of the South Bay Fiber Network, the initiative being led by American Dark Fiber (ADF) which includes HP Communications and Race Communications.)

Magellan services in this engagement will include two (2) primary tasks and associated sub-tasks described:

1. Providing technical IT assistance to the SBCCOG for contract execution between SBCCOG, Participating Cities and Public Agencies in the SBFN and ADF
 - a. Review contract documents including: Master Service Agreement for Participating SBFN Organizations and the SBCCOG agreement with ADF
 - b. Assess IT needs and/or designs Including: selection of internet access, and transport options, and ISPs

2. Assist SBCCOG in overseeing, the technical aspects of construction and connection management for the SBFN including:
 - a. Construction planning
 - b. Building scheduling
 - c. Budget tracking

Work on these tasks will proceed only at the direction of the SBCCOG.

Magellan's team will provide consulting services only; legal counsel, marketing, and outreach are outside of the scope of this contract and will be handled separately by SBCCOG.

Magellan services will be provided to the SBCCOG.

ADF Group will handle outreach, marketing and sales efforts to cities, agencies, under direction of SBCCOG. Magellan may advise SBCCOG.

Cost

Magellan Advisors' pricing for these services is a total of \$84,000. The contract term will run from July 1, 2019 to June 30, 2020. Labor costs are estimated based on forty (40) hours monthly; 5 for Mr. Wolf, 35 for Mr. Carella. Magellan standard rates for services are \$210 hourly.

Magellan will invoice SBCCOG monthly actual hours as incurred. Invoices are payable on net 30 terms from the date of invoice.

If additional services are required beyond the estimated hours, Magellan will bill on an hourly basis subject to prior SBCCOG approval or provide an additional quote for requested services.

Description	Total
Broadband Consulting Not-to-Exceed 400 hours @\$210/hr	\$84,000

Signature & Acceptance

Signature of this Proposal by Client warrants that all components of this Proposal are acceptable to SBCCOG and that the person(s) signing this Proposal has the right, power and authority to execute the Proposal.

Magellan Advisors, LLC
A Florida Limited Liability Company
999 18th Street, Suite 3000
Denver, CO 80202

South Bay Cities Council of Governments
20285 S. Western Ave #100
Torrance, CA 90501

Print Name: John Honker

Print Name:

Title: President & CEO

Title:

Signature:



Signature:

Date: August 6, 2019

Date:

South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee
FROM: Jacki Bacharach, SBCCOG Executive Director
RE: ICLEI – Local Governments for Sustainability Dues

Adherence to Strategic Plan:

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

BACKGROUND

The South Bay Cities Council of Governments (SBCCOG) has been working on Climate Action Planning (CAP) over the last several years. One of the main components of this work is assessing and tracking Greenhouse Gases (GHG). The SBCCOG GHG data for all member cities resides in an online tool housed by ICLEI. This tool allows for the SBCCOG as well as individual cities to access their GHG data and related methodology and calculations. The tool can also be used to assess achievement and track progress of CAP strategies. This tool is important for ongoing and future GHG inventory work such as updating the GHG inventories.

In order to use this tool and maintain the data, agencies must be a member of ICLEI. The SBCCOG holds an umbrella membership for all member cities. This type of membership was the first of its kind for ICLEI and was created after negotiation with ICLEI top leadership. The SBCCOG has maintained this membership for the last several years for the sub-region and member cities.

For the fiscal year 2019-20, the dues are remaining the same amount of \$3000/year, and covered in the SBCCOG budget; however, ICLEI is offering the opportunity to have reduced fees using a multi-year discount as follows:

<u># yrs</u>	<u>@100%</u>	<u>Discount</u>	<u>New Amt</u>	<u>Savings</u>
1	\$ 3,000	0%	\$ 3,000	\$ -
2	6,000	10%	5,400	600
3	9,000	15%	7,650	1,350

Financial Impact

Subscribing for three years with the 15% multi-year discount, will save the COG \$1,350 over the three-year period, or \$450/year.

RECOMMENDATION

Recommend to the Board that SBCCOG subscribe to ICLEI for 3-years, exercising the 15% discount for a savings of \$1,350. Funding above the \$3,000 will come from the general fund for 2019-20 with no costs in 2020-21 and 2021-22.

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South Bay Cities Council of Governments

August 12, 2019

TO: SBCCOG Steering Committee

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

SUBJECT: Office Move Components

Adherence to Strategic Plan:

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

BACKGROUND

The lease for the SBCCOG current office expires on November 30, 2019 and staff must vacate or be in jeopardy of paying 150% of the rent for every month after this date. As a result, the SBCCOG staff along with Board members have been preparing for the move. A new location has been identified on Crenshaw Blvd, Torrance.

Below is a summary of required steps to complete the move along with their status and considerations. A tentative schedule is also provided:

1. *Lease Agreement* – The draft contract was reviewed by the SBCCOG Chair, staff, and attorney and sent to Board officers for comment. Revisions along with requests were made and sent back to landlord. A new revised contract was received from the landlord on 8-5-19 and is under review by our staff.
2. *Pre-move*
 - *Vacating Current Space* – The SBCCOG staff received communications from Maritz, Sublandlord, that stated the office should be prepared so that systems furniture (cubes) can be dismantled and removed starting November 11, 2019. Additionally, SBCCOG staff needs to provide a list of Maritz owned items that we would like to retain and redeploy at our new location (Maritz will review items and let us know if they can accommodate the request). SBCCOG staff is currently reviewing all paper documents to assess what can be electronically archived while maintaining compliance with the SBCCOG’s adopted record retention schedule. Electronic archive of paper files will help reduce moving costs as well as clutter. SBCCOG staff has also started obtaining quotes including moving company, I.T., and removal of monument signage.
 - *Preparing New Space* – the SBCCOG is assessing needs such as furniture, I.T., Fiber, signage, and cabinetry. SBCCOG staff will be organizing site visit evaluations with vendors this month and provide estimates at the September Steering committee. Additional consideration is also being given to assess the need for temporary storage should construction at the new office not be completed by November 30. Proposed language in the new lease will grant the SBCCOG the right to begin installing

furniture and equipment up to 14 days prior to the commencement date of the lease. If, however, the commencement date is significantly delayed past the December 1, 2019, there may not be adequate time to remove items from the existing office and setup directly at the new site. The SBCCOG may need to consider a means of temporary storage to house furniture, equipment, files, etc., until early possession is granted by the new property owner. SBCCOG staff will investigate options and return to the Steering Committee in September with more information once a construction schedule has been determined.

3. *Move* – It is hoped that if all goes as planned with the finalization of the contract, completion of the construction, installation of service equipment, and execution of the move, the SBCCOG will start the move the week of November 18, 2019 (just prior to Thanksgiving week).

CALENDAR – projected key dates

- Aug. 5–30: Staff to compile Maritz approved list of furniture to keep and move
- Aug. 5–30: Staff to compile all move-related quotes with Aug. 16 the date for I.T. vendor(s) site walk-through(s)
- Sept. 2: Quotes for movers and I.T. complete for Oct. Steering Committee & Board item
- Oct. 1: Order furniture (if needed)
- Nov. 11: Office needs to be prepared so that systems furniture (cubes) can be dismantled and removed
- Nov. 22: Office completely packed
- Nov. 25–29: I.T. set up; move office
- Dec. 2: First work day in new office

RECOMMENDATION

Receive and file.

Prepared with assistance from Chandler Sheilds and David Leger