

South Bay Cities Council of Governments

Steering Committee AGENDA

Monday, November 9, 2020
Via Zoom

PUBLIC COMMENTS:

To address the SBCCOG Steering Committee on any agenda item or a matter within the Steering Committee's purview, please provide written comments by 11:00am, November 9, 2020 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #IV).

ACCESSING THE MEETING:

Receive Zoom meeting credentials in advance of the meeting by using the below link:
<https://scag.zoom.us/meeting/register/tJArdOusqj8oG9aULyxK8prL-sf6ZCYt0rZ>

OR

To access the Zoom meeting, visit <https://zoom.us/join> or call (669) 900-9833 and use Meeting ID: 946 3244 4212; Passcode: 185297

- I. CONFIRM THE QUORUM
- 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 – October 12, 2020 meeting minutes attached (Pages 5-9)
 - ACTION: Approve
 - B. Extension of Agreement with City of Inglewood for cash advance for South Bay Fiber Network payments
 - Agreements attached (Pages 11-20)
 - ACTION: Recommend Board approval
 - C. Legal Action filed by the City of Lawndale
 - SBCCOG's involvement is over. All unnecessary parties have been dismissed from the legal action which included the SBCCOG
 - D. "Office warming" Gifts from cities
 - Great response to date – El Segundo, Hawthorne, Lomita, Rancho Palos Verdes, Rolling Hills Estates
 - E. City Attendance at SBCCOG meetings
 - Matrix attached (Page 21)
 - F. South Bay Environmental Services Center Activities Report – attached (Pages 23-27)

VI. ACTION ITEMS

- A. Contract with McGowan Consulting, LLC re: Integrated Pest Management Website – Legal issues
12:10 pm
- Memo attached (**Pages 29-30**)
 - **ACTION:** Provide direction
- B. Siembab Corporation contract with SBCCOG – **12:15 pm**
- 3 Task orders are included in the contract, all of which will be funded through grants
 - January 2021 – December 2022 Contract attached (**Pages 31-38**)
 - **ACTION:** Recommend Board approval
- C. Legislative Issues – **12:20 pm**
- Legislative Briefing - Any comments – October 16, 2020
 - LAWA Draft EIR – comments due December 14 – very short amount of time
 - **ACTION:** Send letter to LAWA requesting that the comment period be extended in light of the holidays and the pandemic
- D. Housing legislative ideas – **12:30 pm**
- Subcommittee meeting November 2 to discuss ideas – to be sent separately
 - SBCCOG paper
 - Contract Cities Housing Trust Fund concept
 - **ACTION:** Provide direction
- E. SCAG Regional Early Action Program funds to accelerate housing – **12:45 pm**
- Projects to be sent separately
 - **ACTION:** Recommend Board approve projects for REAP funding from SCAG
- F. Items from the Transportation Committee, if required – **12:55 pm**
- G. Board Meeting agenda development – **1:00 pm**
- November – Pros & Cons on Balanced Energy? – honor former chairs leaving public office (Ralph, Jim & Judy all confirmed) and volunteers (draft agenda attached) (**Pages 39-40**)
 - January – LTN report . Request from CSUDH to provide economic forecast
 - February - SCAG President Rex Richardson listening session
 - **ACTION:** Recommend programs of interest for Board presentations
- H. Approval of Invoices – available at the meeting – **1:10 pm**
- **ACTION:** Approve invoices for payment

VII. INFORMATION ITEMS

- I. South Bay Fiber Network – **1:15 pm**
- November 17 event
 - Comments submitted to California Broadband Council and CPUC rule-making
- J. Update on Homeless Program and Innovation Project Funding – **1:25 pm**
- Successfully launched the Home Share South Bay landing page on October 15th
 - Working with city staff to get the word out to residents, post on city webpage, social media outlets, etc
 - Flyers have been developed and will be made available to city staff
 - SBCCOG Homeless webpage and Seniors webpage have been updated with link to landing page
 - Press release has generated interest; phone interview with KPCC; Torrance CitiCABLE; articles in City News Service, My NewsLA.com, LAist.com

- 4 homeseekers have signed up; we want to attract homeowners who have a spare room in exchange for rent and/or household chores - need to build up available homes
- Homeless Services Task Force meeting on Nov 4th highlighted street medicine
- Finalizing education & training module for city staff; needs sign off from LAHSA and LA County Homeless Initiative
- LAHSA undergoing changes related to governance; Jacki, Grace, and Redondo Beach Police Lt. Wayne Windman have participated in conference calls with LA County and LAHSA consultant

K. Local Travel Network Update – 1:30 pm

L. Police Practices – 1:35 pm

- Questions to ask Police Departments sent out to Board members and City Managers – no responses shared with SBCCOG
- Update at the meeting re: any next steps

M. Update on Senior Services – 1:45 pm

- Next meeting of the Senior Services Working Group is on Tuesday, December 1 from 9:30-11:30am via zoom. At the meeting, city staff will be asked to share how they are helping seniors in their cities prepare for the holidays with COVID measures in place

N. General Assembly Update – March 18, 2021 – 1:50 pm

- Proposals due November 5 – status reported at the meeting
- Due to time constraints, the recommendation will be on the November Board agenda

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

- Other updates since agenda distribution – 1:55 pm

NEXT STEERING COMMITTEE MEETING – Monday, December 14, 2020 @ 12:00 pm via Zoom

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South Bay Cities Council of Governments

Steering Committee October 12, 2020 Minutes

Attendees: Oivia Valentine (Chair, Hawthorne), Drew Boyles (1st Vice Chair, El Segundo), John Cruikshank (Rancho Palos Verdes), Britt Huff (Rolling Hills Estates), Rodney Tanaka (Gardena), Kenny Kao (Palos Verdes Estates), Christian Horvath (Redondo Beach), Chris Pimentel (El Segundo), Ralph Franklin & Jim Butts (Inglewood), Hildy Stern (Manhattan Beach, Stacey Armato (Hermosa Beach), Pat Furey (Torrance), Jacki Bacharach, Kim Fuentes, David Leger, Wally Siembab, Steve Lantz, Natalie Champion, Grace Farwell (SBCCOG), Laura Guglielmo (Palos Verdes Estates)

I. CONFIRM THE QUORUM

II. REPORT OF POSTING OF AGENDA

- **ACTION:** Received and filed

III. ANNOUNCEMENTS OF ANY CHANGES TO THE AGENDA - @ END OF AGENDA – TORRANCE REQUEST TO CONSIDER SOUTH BAY HEALTH DEPARTMENT & Update on lawsuit

IV. PUBLIC COMMENT

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

A. Steering Committee – September 14, 2020 meeting minutes attached

- **ACTION:** Approved

B. Police Practices

- Questions to ask Police Departments sent to SBCCOG Board members & City Managers
- Subcommittee will meet after October 26 when answers are due for those that want to share with the SBCCOG
- **VALENTINE – HOPES THEY ARE TAKING ADVANTAGE OF IT TO KNOW POLICE PRACTICES BETTER. WOULD LIKE SHARING WITH THE SBCCOG.**

C. Dues Outstanding

- LA County – **PAID. ALL DUES PAID.**

D. City Attendance at SBCCOG meetings

- Matrix attached

E. South Bay Environmental Services Center Activities Report – attached

VII. ACTION ITEMS

A. Appointment to SCAG Energy and Environment Committee – **12:05 pm**

- Applications received from Chris Pimentel and Christian Horvath. Deadline Sept. 30 – Huff application received Oct. 2. Bio from Huff attached. All 3 will be at the meeting
- **AGREED TO RECEIVE HUFF'S APPLICATION**
- **STATEMENTS FROM PIMENTEL, HORVATH AND HUFF**
- **ACTION: VOTE TAKEN - HUFF RECOMMENDED TO BOARD**

B. Legislative Issues – **12:20 pm**

- Legislative Briefing – Friday, October 16, 9 am – 10:30 am – CHANGED DATE
- Senators Allen and Bradford, Assemblymember Burke in attendance
- Legislative Matrix – attached
- The HOPE Act – tabled from last Steering Committee meeting - memo attached

We consulted staffer on the Financial Services Committee who stated that the administration is more supportive of this being part of the PPP loans. Hasn't left the House – almost no chance of moving.

- **ACTION: Recommended** no position on the HOPE Act
- SBACC Vote from a Chamber – suggestions?? – **PV CHAMBER LET BRITT VOTE, TORRANCE TOO.**
- Sacramento virtual visit messages
Working with 4 lobbyists (Inglewood, Carson, Redondo Beach, Torrance). Phone call on October 7 to discuss further details

Summary of lobbyists discussion:

- **Phase 1 - Local support from our legislators is most important re: housing legislation – Set up roundtable/workshop with all of our elected legislators together to discuss SBCCOG positions. December 1, 2, 3**
 - 2 hour meeting maximum
- **Phase 2 would be state agencies – January – committee staff, committee chairs. Mark Tolson in the Governor's office for transportation. Will be shake up in the Governor's office so post January we will know who is there. CARB, HCD, Strategic Growth Council, Caltrans.**
 - They can come up with list of folks and who we should meet with and we can review it.
- **Michael Arnold – include item on financial problems that cities are having re: COVID – sales tax, TOT, etc. Don't make it more difficult for cities. Look for statistics re: revenue loss – hard numbers. (SBWIB and individual cities) Ask HDL to run a report re: sales tax receipts and other revenues.**
- **HUFF AND VALENTINE LIKE THE IDEA.**
- **HORVATH, BOYLES, CRUIKSHANK – IDEA NOT EFFECTIVE. LOCAL CONTROL IS THE ISSUE. MUST BE FOCUSED. KNOW THE MESSAGE. SUBCOMMITTEE TO FIGURE OUT THE MESSAGE. WHAT DOES LOCAL CONTROL REALLY MEAN? DIFFERENT FOR EACH CITY. HAVE THAT DISCUSSION WITH OUR LEGISLATORS. STRATEGIZE WITH THEM TO MEET WITH OTHER LEGISLATORS. ERIC ALEGRIA FRIENDS WITH ANTHONY RENDON.**
- **ARMATO – CHAIR OF LEG COMM WITH CCCA. WORKING ON HOUSING PROPSAL WITH ALLEN'S OFFICE. DEADLINE IS THANKSGIVING. WILL GIVE IT TO THE SBCCOG WHEN COMPLETED.**
- **BUTTS – TOTALLY INEFFECTIVE TO MEET WITH MORE THAN ONE LEGISLATOR AT ONCE. NEED COORDINATED STRATEGY IN A ZOOM MEETING BEFORE WE GO IN. DEFINITION OF LOCAL CONTROL. TAILOR THE DELEGATION TO REPRESENT ALL OF THE SBCCOG. PREDETERMINED STRATEGIES AND TALKING POINTS.**
- **FUREY - LOCAL CONTROL WILL NEVER BE CEDED BY LEGISLATORS.**
- **HORVATH – NEED TO BE SURGICAL. BILLS COMING BACK. NEED FLEXIBIITY INTO THOSE BILLS. NEED SPECIFIC TALKING POINTS TO REVISE LEGISLATION. CAN'T STOP THE BILLS – NEED TO FIX THEM.**
- **VALENTINE – DEVELOP STRATEGY AND TALKING POINTS. CONSIDER PROPOSITION**
- **BUTTS – INTRODUCE IDEA OF RAISING MONEY FOR PROPOSITION. – GRIFFITHS' GROUP?**
- **VALENTINE – LEFT THE MEETING**
- **KAO – SACRAMENTO CREATING POWERS THAT WERE NEVER THEIRS. ZONING IS LOCAL.**
- **SIEMBAB – SCAG RTP – PASSED ALMOST UNANIMOUSLY BUT PEOPLE DIDN'T LIKE IT THAT MUCH. LAY OUT PRINCIPLES THAT WE TAKE TO OUR LEGISLATORS TO CRAFT LEGISLATION THAT REFLECT THESE PRINCIPLES.**
- **ARMATO – SEND CONCEPTS – IDEAS TO HER TO INTEGRATE INTO HER HOUSING PROPOSAL. MAKING GOOD PROGRESS.**
- **BOYLES – WALLY CREATE PRINCIPLES TO SEND TO STAFF TO REVIEW AND INFORM STACEY.**

- **CONSIDER SUBCOMMITTEE ON LEGISLATIVE PROPOSALS**
- **LESSONS LEARNED FROM COVID – EX. TELEWORK – NEED TO LEARN FROM IT.SURVEY EMPLOYEES. – NEXT MEETING**

C. Board Meeting agenda development – **12:35 pm**

- October - Dr. Eric Daar, M.D. re: Coronavirus vaccine development. He is a Division Chief at Harbor and Professor of Medicine at UCLA School of Medicine, is an Infectious Disease specialist. (draft agenda attached) – **NO CONCERN RE: LAST PRESIDENTIAL DEBATE BEING THE SAME NIGHT**
- November – Pros & Cons on Balanced Energy? – honor former chairs leaving public office (Ralph, Jim & Judy all confirmed) and volunteers
- January – LTN report & SCAG President Rex Richardson listening session (consider changing Richardson to February as AQMD election will probably be in January)
CSUDH – ECONOMIC FORECAST INFORMATION
- **ACTION:** Recommend programs of interest for Board presentations

D. Update on Homeless Program and Innovation Project Funding - **12:45 pm**

- Home Share South Bay (a new regional home sharing pilot program of the SBCCOG) – we are looking for a graduate intern to help with the implementation of this pilot project to help people find each other for home sharing to prevent someone from falling into homelessness or someone who is homeless. **HOME SHARE SOUTH BAY LANDING PAGE & PRESS RELEASES TO BE LAUNCHED OCTOBER 15. – SHOWED LANDING PAGE**
- **BUTTS – HOW CAN HOMELESS PEOPLE AFFORD THIS? GRACE – PEOPLE ON THE VERGE OF HOMELESSNESS. COULD EXCHANGE SERVICES FOR RENT. LOW RENTS. SILVERNEST ALGORITHM – SUGGESTED RENT. MAYBE SOME FUNDING TO ASSIST THIS TOO.**
- Torrance MOU for Innovation Funds (**SEND OUT ON FRIDAY**)
- **Education & Training modules for city staff**
 - **Module 101: Introduction to Homelessness (facts vs myths) - completed; SBCCOG available to assist cities in adding customized slide(s) for their respective city**
 - **Module 201: Strategies for City Staff When Engaging with People Experiencing Homelessness - anticipated completion date by end of 2020**

10/5/20 Council Member Buscaino's office provided the update.

- **Safe Parking EXPANSION** are all publicly owned sites, approximately 125 vehicles to be served
- 1. **Harbor Gateway – 19610 S. Hamilton Ave – light industrial zoning – Est capacity 25 cars only**
- 2. **San Pedro – 7th & Beacon Municipal Parking Log – commercial zoning – Est capacity 25 vehicles; per Alison, NO RVs**
- 3. **Caltrans Partnership Projects – require FTA Approval, Caltrans in process – 2 sites**
 1. **Wilmington – 1402 S. Figueroa, Est capacity 50 vehicles**
 2. **Harbor Gateway North – 600 E. 116th, Est capacity 25 vehicles**
- **Will develop a Pallet Shelter Village facility with at least 75 units of 64 sq ft shelter structures for individuals or possibly couples**
 - **Currently Bureau of Engineering is working on site plan and design**
- **Next meeting - November 2nd – PANEL OF DOCTORS DISCUSSION street medicine FOR THE HOMELESS (speakers invited)**
- **ACTION:** Recommend Board approve MOU with Torrance – **HORVATH/HUFF**

- E. Approval of Invoices – available at the meeting – **12:50 pm FRANKLIN/CRUIKSHANK**
■ **ACTION:** Approved invoices for payment

VII. INFORMATION ITEMS

- F. South Bay Fiber Network – **12:55 pm** -

- November 17 event
- Briefings to Assemblyman Muratsuchi and CENIC (school districts' network)
- October 19 is next meeting of SBFN Working Group

- G. Local Travel Network Update – **1:10 pm**

FINAL REPORT AFTER THE FIRST OF THE YEAR. UNDERSECRETARY OF CALSTA WANTS MORE INFORMATION – POSSIBLE MODEL.

- H. SCAG Regional Early Action Program funds to accelerate housing – **1:20 pm**

- Working with Community Development Directors on projects to submit to SCAG before November 30 deadline
- **Working with UCLA Capstone student re: ADUs**
- **SBCCOG – OBSOLETE COMMERCIAL PROPERTY PROJECT**

- I. Update on Senior Services – **1:30 pm**

- Next meeting of the Senior Services Working Group is on Tuesday, December 1 from 9:30-11:30am via zoom.

HUFF – SENIORS IN THE LOOP RE: SOUTH BAY HOME SHARE

- J. Regional Coyote Management – survey – **1:35 pm**

**BUTTS – LOTS OF COYOTES WHEN THEY TOOK THE STADIUM DOWN.
FRANKLIN – LOTS OF CALLS FROM RESIDENTS – FISH & GAME IS IN CHARGE
FUREY – ONE COUNCILMEMBER AND A FEW PEOPLE UPSET. TRAPPING IS
COUNTERINTUITIVE – JUST PRODUCES MORE.**

- K. General Assembly Update – March 18, 2021 – **1:40 pm**

**RFQ TO BE SENT OUT TODAY. TO COME BACK FOR RECOMMENDATION AT
NOVEMBER BOARD MEETING. CHRISTIAN IS RE-CONFIRMING SPEAKERS
FROM LAST YEAR. WILL EXPLORE PRE-RECORDING THE SPEAKERS TO
TIGHTEN UP SCHEDULE. THEN WILL KNOW EXACT TIMES. SINCE PRE-
RECORDED, PANELISTS RESPONDED TO QUESTIONS IN REAL TIME.**

**POSSIBLE 1 MINUTE COMMERCIALS FOR SPONSORS? AND HOW TO CREATE
VIRTUAL EXHIBIT HALL**

VIII. STRATEGIC POSITIONING ITEMS/ANNOUNCEMENTS AND UPDATES

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

“OFFICE WARMING” GIFT FROM OUR MEMBER AGENCIES – PICTURES FROM THEIR CITY - AGREED

1. FROM COUNCILMAN CHEN:

Torrance City Council Meeting discussed the potential benefits of standing up their own Health Department. This past May, when they looked at their COVID-19 data compared to the LA County, they felt their data were much better/safer, but still were “locked down” because the County will not re-opening based on city-unique data. Cities in the South bay have reached out to the LA County and state leadership to help us open based on our region’s data to allow certain aspects of the city to open.

Chen asking if the SBCCOG is interested to take a look at standing up a South Bay Health Department to better serve our regional communities and our needs specifically.

He is asking for an “interest or no-interest” from the SBCCOG.

WHAT IS THE PURPOSE?

TORRANCE STAFF REPORT – PASADENA AND LONG BEACH FOLLOWED THE COUNTY’S COVID GUIDELINES. IS THAT THE ONLY PURPOSE? BEACH CITIES HEALTH DISTRICT COVERS 3 CITIES AND TORRANCE COULD LOOK AT JOINING THAT DISTRICT BUT IT IS FOCUSED ON PREVENTATIVE CARE, ON WELLNESS, NOT SICKNESS. ENCOURAGES PEPLE TO MAKE WISER HEALTHCARE DECISIONS.

FUREY – PROHIBITIVELY EXPENSIVE. NO MONEY FROM FEDERAL OR STATE. ALL RE: COVID. THESE HEALTH DEPARTMENTS CAME ABOUT IN THE EARLY 20TH CENTURY. WOULDN’T GIVE US MORE POWER AND WOULD COST MORE MONEY.

BOYLES – WE PAY FOR COUNTY PUBLIC HEALTH.

FUREY – NO. COUNTY PAYS FOR IT. 1978 WAS BALLOT MEASURE TO CREATE A SOUTH BAY COUNTY THAT WENT DOWN IN FLAMES. THAT’S ANOTHER ISSUE THEY ARE DISCUSSING.

RECOMMENDATION: NO INTEREST - AGREED

3. UPDATE ON LAWSUIT – SBCCOG LEGAL COUNSEL IS ASKING THAT WE BE REMOVED AS NAMED PARTY

NEXT STEERING COMMITTEE MEETING – Monday, November 9, 2020 @ 12:00 pm via zoom

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AGREEMENT NO.: _____

THIS ADVANCE FUNDS AGREEMENT (“Agreement”) is made and entered into this November ____, 2020, by and between the City of Inglewood (hereinafter referred to as the “City”), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and South Bay Cities Council of Governments, a joint powers authority of 16 cities and the County of Los Angeles, (hereinafter referred to as the “COG”) created pursuant to California Government Code 6500 et seq. and whose address is 20285 S. Western Avenue, Suite 100, Torrance, California 90501.

RECITALS

WHEREAS, the COG desires to implement a Fiber Optic Program (the “Program”) but is in need of funding to implement the Program; and

WHEREAS, on September 17, 2019, the City authorized \$800,000 as an advance payment for the Program; and

WHEREAS, the COG identified \$670,000 as a realistic amount for starting the Program; and

WHEREAS, in November 2019, the City advanced \$670,000 to the COG to be used for the Program; and

WHEREAS, on January 21, 2020, the COG repaid the City \$670,000; and

WHEREAS, the City agreed to advance the COG a total of three additional payments of \$770,000, each with the understanding that advances would only be made once a timely repayment had been made; and

WHEREAS, the COG received two of the three scheduled advances and made both repayments in a timely manner; and

WHEREAS, the July 2020, advance, which was the last scheduled advance, was not requested by the COG due a delay experienced by its vendor; and

WHEREAS, the COG now wished to request the final advance and the City is willing and able to make said advance; and

WHEREAS, said Program will be operated pursuant to Exhibit “A,” a two-page letter of

intent dated June 26, 2019, which Exhibit is incorporated herein by this reference as if set forth in full; and

WHEREAS, the original Agreement, Agreement **NO.: 20-137**, has expired and a new agreement needs to be executed; and

WHEREAS, the City and the COG now seek to enter into this Agreement.

NOW, THEREFORE, the City and the COG (hereinafter referred to individually as a "Party" and collectively as the "Parties") hereto mutually agree as follows:

ARTICLE 1 – CITY’S DUTIES

1. The aforementioned recitals are true, correct, and are incorporation herein.
2. As a necessary and indispensable part of this Agreement, the City agrees to advance \$770,000 (the "Advance"), in one installment, pursuant to Exhibit "B," which Exhibit is incorporated herein by this reference, to the COG for the specific purpose of the COG implementing its Fiber Optic Fee Program.

ARTICLE 2 – COG REPAYMENT RESPONSIBILITY

1. The COG agrees to repay the City in full pursuant to the schedule provide in Exhibit "B."
2. The COG shall execute a promissory note attached hereto as Exhibit "B."

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ARTICLE 3 – NOTICES

Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective parties as follows:

CITY:

Yvonne Horton, City Clerk
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301-1750

COG.:

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

WITH COPY TO:

Artie Fields, City Manager
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301

ARTICLE 4 – CHANGES, AMENDMENTS, AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 5 – AUDIT

The COG shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by the City or its designated representatives. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at the City's address indicated for receipt of notices in this Agreement.

ARTICLE 6 – BOOKS AND RECORDS

The COG shall maintain any and all documents and records demonstrating or relating to the COG's performance of services pursuant to this Agreement. The COG shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to the City pursuant to this Agreement. Any and all such documents or records shall be

maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the COG pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 7 – SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 8 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall constitute a waiver of any other provision, or a waiver of any subsequent breach, violation of any provision of this Agreement. Acceptance by the City of any work or services by the COG shall not constitute a waiver of any of the provisions of this agreement.

ARTICLE 9 – ATTORNEYS FEES, COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney’s fees, costs and expenses, in addition to any other relief to which it may be entitled.

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ARTICLE 10 – ENTIRE AGREEMENT

This Agreement, including all Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the COG and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 11 – GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 12 – MISCELLANEOUS

The Parties waive any benefits from the principle of *contra proferentem* and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

CITY OF INGLEWOOD

**SOUTH BAY CITIES COUNCIL OF
GOVERNMENTS**

James T. Butts, Jr.,
Mayor

Christian Horvath,
Chairman

ATTEST:

APPROVED AS TO FORM:

Yvonne Horton,
City Clerk

Kenneth R. Campos,
City Attorney

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EXHIBIT "B"

CITY OF INGLEWOOD

UNSECURED PROMISSORY NOTE RELATING TO AGREEMENT NO.: _____

FOR VALUE RECEIVED, this Unsecured Promissory Note ("Promissory Note") evidences an indebtedness of the South Bay Cities Council of Governments ("Maker") to the City of Inglewood ("Holder"). For value received, Maker hereby promises to pay to the order of Holder, at such address as Holder shall designate, the not-to-exceed amount of seven hundred and seventy thousand dollars (\$770,000) (the "Loan Amount" or "Advance"), with interest, in accordance with the terms of this Promissory Note.

1. Unsecured Obligation. The Maker's obligations under this Promissory Note are not secured by any instrument encumbering any property or asset of Maker.

2. Repayment of Promissory Note.

2.1 Holder promises to advance to the Maker, pursuant to Section 2.2 of this Promissory Note, the not-to-exceed Loan Amount of seven hundred and seventy thousand dollars (\$770,000) sometime before February 28, 2021, (the "Maturity Date"). Maker shall start to accrue interest on the Loan Amount, or any portion thereof, on March 1, 2021. The interest paid to the Holder will be calculated at 2.25% per annum.

2.2 Holder shall Advance to the Maker, seven hundred and seventy thousand dollars (\$770,000) on or before the following date: December 1, 2020.

2.3 Maker shall repay Holder, seven hundred and seventy thousand dollars (\$770,000) on or before February 28, 2021.

A full and complete repayment of seven hundred and seventy thousand dollars (\$770,000) to be made by the Maker to the Holder in full on or before February 28, 2021. Any payment made thereafter shall be considered late (the "Late Payment")

2.4 All payments due hereunder are payable in lawful money of the United States in same day funds. The Loan Amount may be prepaid, in whole or in part, at any time on or before February 28, 2021, without penalty or premium.

2.5 The entire unpaid balance of the Loan Amount shall be due and payable, on or before the Maturity Date, or upon Maker's material breach of any of the obligations of this Promissory Note.

2.6 Should any payment of interest, or principal and interest due herein be received by the Holder of this Promissory Note after February 28, 2021, the Maker shall pay a Late Payment penalty equal to five percent (5%) per annum, or the legal maximum, on any amount overdue and outstanding until paid, beginning with the date of the Late Payment.

2.7 All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Holder in enforcing this Note as a result of any default by the Maker, and such expense will be added to the Loan Amount then outstanding and will immediately be due and payable by the Maker to the Holder.

3. Assignment.

3.1 Holder shall have no power to transfer or assign its right to receive any payment under this Promissory Note, unless Maker has first granted written approval to Holder for such a proposed assignment, in the Maker's sole and absolute discretion.

3.2 This Promissory Note shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Maker and the Holder.

4. **Waiver of Presentment.** The Maker expressly waives presentment, protest, demand, notice of dishonor, presentment for the purpose of accelerating maturity, and diligence in collection.

5. **Severability.** The unenforceability or invalidity of any provision or provisions of this Promissory Note as to any persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other person or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

6. **Attorney's Fees, Costs and Expenses.** In the event litigation or other proceeding is required to enforce or interpret any provision of this Promissory Note, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

7. **Governing Law.** The validity, interpretation and performance of this Promissory Note shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws principles.

8. **Jurisdiction and Venue.** In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles. Holder and Maker expressly waive, to the maximum legal extent, any legal right either Party may have to have such action or proceeding transferred to or prosecuted in any other court or jurisdiction.

9. **Amendments and Modifications.** This Promissory Note may be amended or modified only in writing signed by the Holder and the Maker.

10. **Time of the Essence.** Time is of the essence of this Promissory Note.

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**SIGNATURE PAGE
TO
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS
UNSECURED PROMISSORY NOTE**

**MAKER:
SOUTH BAY CITIES COUNCIL OF GOVERNMENTS**

ATTEST:

Olivia Valentine,
Board Chairperson
Date: _____

Jacki Bacharach,
Board Secretary
Date: _____

**HOLDER:
CITY OF INGLEWOOD**

ATTEST:

James T. Butts, Jr.,
Mayor
Date: _____

Yvonne Horton,
City Clerk
Date: _____

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Date: _____



City Attendance at Meetings

October 2020		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			E. Lee	S. Lowenthal			R. Smoot		L. Guglielmo		J. Hoefgen	E. Jeng	G. Grammer	A. Chaparyan		
GIS									B. Shrewsbury		L. Nguyen				S. Lai		Pei-San
Infrastructure Working Group		L. Xu							S. Katsouleas E. Zandvliet P. Kumar			T. Semaan		D. Wahba		J. Ickis W. Johnson R. Roque	
Legislative Briefing	J. Raymond	D. Boyles C. Pimentel M. Guzman-Hurtado	R. Tanaka	O. Valentine	S. Armato			M. Waronek	H. Stern	K. Kao L. Guglielmo	J. Cruikshank A. Mihranian	C. Horvath	E. Jeng	B. Huff G. Grammer L. Sinkler	G. Chen A. Chaparyan	J. LaMarque	
Parks and Rec		A. Hester	S. Santin		K. Orta	S. Barnes					C. Linder	J. LaRock			J. Jones	C. Cooper	
Planning Directors/Community Dev.	A. Betancourt	P. Samaras	R. Barragan		K. Robertson	M. Wilcox		S. Repp	C. Tai	B. Rindge	O. Silva	A. Gardea	M. Elguira	J. Naughton			A. Palacios
South Bay Fiber Network Working Group	K. Kennedy T. Rahmani		M. Henderson A. Pinto						T. Hackelman S. Katsouleas	M. Kemps		C. Horvath T. Semaan					
Transit Operators Working Group			D. Pynn									J. Rooney L. Scott					
Transportation Committee	J. Jo	C. Pimentel E. Sassoon L. Xu		O. Valentine	S. Armato						R. Awwad N. Razeppoor	T. Semaan L. Scott			S. Furukawa		

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South Bay Cities Council of Governments

November 9, 2020

TO: SBCCOG Steering Committee

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

SUBJECT: Environmental Activities Report – September 2020

Adherence to Strategic Plan:

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

I. PROGRAMS - TECHNOLOGY, PLANNING, & RESEARCH

Energy Efficiency

Energy Efficiency Partnership Program – Regional Energy Network (REN)

Contract year is January 1-December 31, 2020.

Contract goals: Enroll 10 agencies into the SoCalREN program

Status of goal: 6 cities enrolled to date

SBCCOG staff, along with the SoCalREN team, has met with several cities over the last several months to introduce the SoCalREN programs and enroll them into the program. Enrollment in the SoCalREN program provides cities with additional resources to prioritize and implement energy efficiency projects. In October, staff met with Redondo Beach and Rancho Palos Verdes. Additional city meetings are scheduled for November. To date the following cities are enrolled in the SoCalREN program: Carson, Hawthorne, Hermosa Beach, Redondo Beach, Rolling Hills Estates, and Torrance.

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

SBCCOG staff, along with the energy engineer, met with the cities of Redondo Beach and Rancho Palos Verdes to discuss SoCalGas project potential. The team also continues to work with cities to obtain gas accounts data for benchmarking facilities. In addition, working with the energy engineer, staff is reaching out to school districts to hold meetings on the SoCalGas Schools Energy Efficiency Program (SEEP) program. The SEEP program provides full-service development, management, implementation, and installation of energy efficiency natural gas projects through a direct install program to school districts at no cost.

Water Conservation

West Basin Municipal Water District Programs (West Basin)

Contract year is July 1, 2020 through June 30, 2021

Task - Educational Outreach Support

Exhibit Events

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

Status of goal: 46 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of September 2020

Staff continues to work with West Basin and community event planners to identify opportunities to provide information virtually.

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 per Tax ID.

SBCCOG staff continues promoting the program through social media and SBCCOG working groups.

Task - Support for Workshops, Events, & Webinars

Educational Classes

Contract goal: 10 classes or webinars

Status of goal: 4 completed (virtual classes); 2 class was held in September; in-person classes are on hold

Staff continues to work with West Basin staff to hold classes via webinar or Zoom.

Rain Barrel Giveaway

Contract goal: minimum of 5 and maximum of 6 events

Status of goal: rain barrel events are on hold at this time

West Basin is looking at different delivery options as opposed to holding the standard drive-through event. One option includes SBCCOG staff coordinating with residents to schedule delivery of the rain barrels. West Basin staff have presented options to their Board of Directors and are currently awaiting approval. Rain barrel distribution will hopefully begin again in early 2021. The next planning call with West Basin, LADWP, Torrance, and the SBCCOG is to be scheduled.

Task - Cash for Kitchens

Contract goal: distribute pre-rinse spray nozzles, sink flow restrictors, window clings, & program materials to 86 prior survey sites

Status of goal: 0 outreach to business and agencies was on hold per West Basin but is scheduled to be relaunched in November.

West Basin staff is moving forward with a Cash for Kitchens online portal and is planning to relaunch this program in November. West Basin staff is expecting to distribute equipment through the mail.

Task - Change & Save (DAC) Program

Contract goal: Receive, document, and track customer calls; assist customers with online survey and applying for \$500 High-Efficiency Clothes Washer Rebate

Status:

Number of calls: 30 in September

Number of surveys completed: 500 surveys completed - GOAL MET

Number of customers assisted with rebate application: 5 in October

SBCCOG staff continues to work with West Basin to help customers estimate their rebates prior to purchase of new units. The program has been so successful that West Basin is implementing a second outreach effort that includes program enhancements based on lessons learned. SBCCOG staff will have an increased role with resident application process in this second phase. Staff has also been working to tailor promotional language for e-blasts.

Torrance Water

Contract year is July 1, 2020 through June 30, 2021

SBCCOG staff and Torrance met on October 15th to discuss the details for the Cash for Kitchens program.

Water Replenishment District of Southern California (WRD)

Contract year is July 1, 2019-December 31, 2020.

Ongoing promotion of WRD programs continues through the SBCCOG's e-newsletters and other social media channels.

Sanitation Districts of LA County (LACSD)

Contract year is July 1, 2020-June 30, 2021

Task 1. Educational Outreach Support

Exhibit Events

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

Status of goal: 46 exhibit events, presentations, workshops, networking opportunities, etc. as of the month of October 2020

SBCCOG staff has distributed information on Sanitation programs and virtual events via social media and e-blasts.

Los Angeles Department of Water and Power (LADWP)

Contract year is January 1-December 31, 2020.

Contract goals:

- 8-12 targeted special exhibit events - *Status of goal:* 6 completed
- 1 training for SBCCOG Volunteers on LADWP programs - *Status of goal:* To be scheduled Nov/Dec 2020.
- 6-8 commercial kitchens to be identified for water assessments and conservation training
Status of goal: Staff continues to work with business organizations to identify locations for future assessments and trainings. SBCCOG staff contacted LADWP staff to discuss the commercial kitchen assessments in District 15.

PACE

SBCCOG continues to promote PACE financing for homeowners through Ygrene and HERO. 2020 Q3 payments will be reported in December 2020.

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

(Contract period: Torrance – June 30, 2021; Hawthorne - Ongoing)

CAGBN –The new goal is to certify 10 businesses in each city. SBCCOG staff continue to identify, certify, and assist businesses as well as promote the program through social media.

Contract goals - City of Hawthorne: 10 certified green businesses; *Status of goals:* 2 certified businesses

Contract goals - City of Torrance: 10 certified green businesses; *Status of goals:* 3 certified businesses

SBCCOG staff continue to outreach and work with businesses to achieve certification for programs.

GBAP - SBCCOG continues to provide information to local businesses on opportunities to implement sustainability programs. In addition, businesses received information on the status of our utility partners' operations during the COVID-19 pandemic.

As businesses are certified through CAGBN, they also become GBAP participants. GBAP by city: Torrance (60), Lawndale (27), Hawthorne (43), 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 **235** businesses in the program as of the end of September 2020.

Transportation

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

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

Status of goals: 110 outreach events; 5 vanpool or rideshare meetings; 3 Survey Engagement

SBCCOG staff continued its public outreach efforts through virtual platforms. Metro Shared Mobility materials and emergency updates to rideshare and vanpool programs along with resources for teleworking were shared through 10 different online meetings. SBCCOG staff updated the telework page on the SBCCOG website. SBCCOG's Shared Mobility team began a marketing outreach effort to distribute new guidelines for vanpool and rideshare programs to local ETCs. Preliminary planning continued for a new series of "online" workshops for South Bay ETCs to be produced starting in early 2021.

Metro Express Lanes (MEL) (Contract period Nov. 15, 2019 – Nov. 14, 2020)

Work continues to organize and plan for a virtual calendar of events where Metro's MEL program materials will be distributed. During this period, MEL materials were distributed as part of the SBCCOG information packets at 10 SBCCOG virtual outreach events and meetings.

II. MARKETING, OUTREACH, & IMPLEMENTATION

Outreach Events

In October

4 - Virtual Community Events

1 - Virtual Business Event

5 - Virtual Networking Meetings

5 - Virtual Workshops – 4 were promotion only

Totals for the period July 1, 2020 – October 31, 2020:

8 – Community Events – (SBESC participated in all 4 in Oct).

4 – Business Events

24 – Networking Meetings

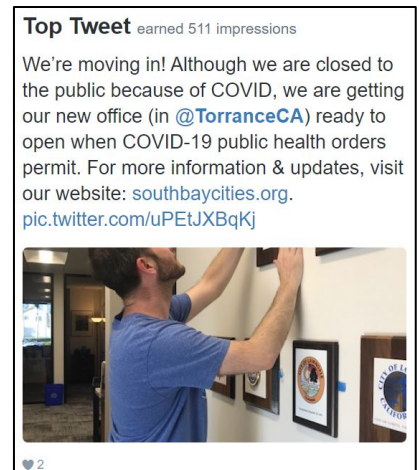
10 – Workshops – (4 promo only in Oct.)

Media

Social Media (*during the month of October*)

- **SBCCOG** -- Totals for Social Media (SBCCOG) (*top tweet – right*)
 - Twitter: 275 followers total, 1,700 impressions* 7 posts
 - Facebook: 136 likes total, 271 impressions 11 posts
- **SBESC** -- Totals for Social Media (*top tweet – right*)
 - Twitter: 559 followers total, 2,200 impressions* 7 posts
 - Facebook: 753 likes total, 228 impressions 6 posts
 - LinkedIn: 139 followers total, 30 impressions 1 posts

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



Earned Media/Articles/Network TV

- “South Bay Officials Seek to Reduce Homelessness Through Homesharing Service” – *MyNewsLA.com* (October 17, 2020) <https://mynewsLA.com/business/2020/10/15/south-bay-officials-seek-to-reduce-homelessness-through-homesharing-service>
- “Renting Rooms to the Unhoused in the South Bay” - *LAist* (October 19, 2020) https://laist.com/latest/post/20201019/renting_rooms_to_the_unhoused_in_the_south_bay
- “Port of Los Angeles Receives \$9.9 Million Infrastructure Development Grant” – *MyNewsLA.com* (October 22, 2020) <https://mynewsLA.com/government/2020/10/21/port-of-los-angeles-receives-9-9-million-infrastructure-development-grant/>
- “Port of Los Angeles Receives USD 9.9 Mn Infrastructure Development Grant” – *SeaNews* (October 22, 2020) <https://seanews.co.uk/shipping/maritime-shipping/port-of-los-angeles-receives-usd-9-9-mn-infrastructure-development-grant/>
- “Port of L.A. gets \$10 million grant to fix bridge interchange” – *L.A. Biz* (October 22, 2020) <https://www.bizjournals.com/losangeles/news/2020/10/22/port-of-la-10-million-grant-fix-bridge-interchange.html>
- “Port of L.A. garners \$9.9M grant” – *HomeTextilesToday* (October 23, 2020) <https://www.hometextilestoday.com/industry-news/port-of-l-a-garners-9-9m-grant/>



Volunteer Program

Status of Program: 5.00 hours October 2020

Grand total as of 10/31/2020 - 20,313 (starting April 2008)

Volunteer participation remains low due to COVID-19.

The annual volunteer recognition ceremony will take place on November 19th along with the monthly Board of Directors meeting.

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South Bay Cities Council of Governments

November 9, 2020

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Contract with McGowan Consulting, LLC.

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

McGowan Consulting, LLC, contracted with the South Bay Cities Council of Governments (SBCCOG) last year to host, maintain, and periodically revise the “Environmentally Friendly Landscaping, Gardening, and Pest Control” webpage on the SBCCOG website. This service also includes reporting the web analytics. McGowan Consulting, LLC, contracts with the SBCCOG on behalf of the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group. McGowan wishes to continue this contract with the SBCCOG through June 30, 2021 for the amount of \$5,500.

The SBCCOG Board approved the contract pending legal review on August 27, 2020. The Environmentally Friendly Landscaping, Gardening, and Pest Control” webpage is currently still being hosted on the SBCCOG website.

Discussion

Even though the new contract was written with the same terms as the previous year which were reviewed and approved by Mike Jenkins, SBCCOG legal counsel in 2019, this year, he identified several issues with the contract language and requested revisions were presented to McGowan Consulting, LLC. Most of the SBCCOG revisions were incorporated into the contract, however there remains two sections that are outstanding (listed below):

8. Indemnification, Hold Harmless, and Duty to Defend.

- a. To the fullest extent permitted by law, SBCCOG shall, at its sole cost and expense, defend, hold harmless and indemnify McGowan and the members of the Beach Cities Watershed Management Group and the Peninsula Watershed Management Group and their elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively “Indemnitees”), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Liabilities”), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of SBCCOG, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that*

SBCCOG shall bear the legal liability thereof) in the performance of this MOU, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the MOU of the Parties. SBCCOG shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. SBCCOG shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2. *SBCCOG shall pay all required taxes on amounts paid to SBCCOG under this MOU and indemnify and hold McGowan harmless from any and all taxes, assessments, penalties, and interest asserted against McGowan by reason of the independent contractor relationship created by this MOU. SBCCOG shall fully comply with the workers' compensation law regarding SBCCOG's employees. SBCCOG shall indemnify and hold McGowan harmless from any failure of SBCCOG to comply with applicable workers' compensation laws. Insurance.*

The SBCCOG legal counsel is requesting that these sections be amended to state:

1. *Indemnification, Hold Harmless, and Duty to Defend.*
 - a. *Each party will indemnify, defend and hold harmless the other, and their respective officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, and costs and expenses, including reasonable attorneys' fees and costs, arising out of the party's negligent or wrongful performance of this agreement or any alleged or actual breach of the agreement.*
2. *Each party shall fully comply with the workers' compensation law regarding employees*

McGowan, Consulting, LLC has explained that they are unable to make these final revisions because their contract for Beach Cities Watershed Management Group is through the City of Manhattan Beach which requires this language to comply with their contract requirement to obtain the same executed indemnity agreement from their subcontractors as applies to them. There is similar language in their contract with the City of Rolling Hills Estates as well. McGowan also communicated that they had spoke to the City of Manhattan Beach in the past regarding this issue and the city would not allow subcontractor revisions.

This information was presented to Mike Jenkins, who does believe that while the risk is very small, he does not recommend a unilateral indemnity clause that disfavors the SBCCOG. He believes that the SBCCOG is not a subcontractor to McGowan, Consulting LLC, but rather a contract for services and therefore, this language could be amended.

RECOMMENDATION

Provide direction.

Complete contract available on request

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of November 19, 2020 by and between the South Bay Cities Council of Governments, a California joint powers authority ("SBCCOG") and Siembab Corporation, a California Corporation ("Consultant").

RECITALS

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

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

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

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

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

1. Services.

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

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

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

2. Term of Agreement. This Contract shall take effect January 1, 2021 and shall continue until December 31, 2022 unless earlier terminated pursuant to the provisions of paragraph 14 herein. The term of this Agreement may be extended or amended by

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

3. Compensation. SBCCOG shall pay for services based on the estimated budget for each project. All invoices must be submitted on a time and materials basis. The agreed upon hourly rate for Walter Siembab is \$93/hour to be reviewed annually. SBCCOG must be notified in writing prior to any sub-contracted work by Siembab Corporation. Rates for such services must be pre-approved prior to work commencing. Mileage expenses will be reimbursed at the current Federal rate.

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

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

6. Addresses.

SBCCOG:

South Bay Cities Council of Governments
2355 Crenshaw Boulevard, Suite 125
Torrance, California 90501
Attention: Jacki Bacharach, Executive Director

Consultant:

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

7. Status as Independent Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Non-Discrimination and Equal Employment Opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SBCCOG"
South Bay Cities Council of Governments

By: _____
SBCCOG Chair (Signature)

Name: _____

Date: _____

Attest: _____
Jacki Bacharach, SBCCOG Secretary

Contractor

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Exhibit A – Task Order #1

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

Caltrans Slow Speed Network Feasibility Study – Siembab Corporation shall serve as Project Director.

The South Bay Cities Council of Governments (SBCCOG) is conducting an implementation plan and “Route Refinement Study” for a sub-regional slow-speed network serving neighborhood electric vehicles, bicycling, walking, and other slow-speed electric and/or active modes and shared use public ZEV fleets.

On December 31, 2020, the Professional Services Agreement between Siembab Corporation and SBCCOG expired.

This Task Order serves as a no-cost time extension for work and funding under Exhibit A of the Professional Services Agreement that terminated December 31, 2020. No additional scope or budget has been added.

Funding under this task order continues to come from the grant in a previously approved amount not to exceed \$125,000 to compensate the Siembab Corporation and his subcontractors for a revised time period from December 1, 2018 to March 31, 2021.

Exhibit B – Task Order #2

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

South Bay Fiber Network (SBFN): Applications Development Phase 2

Direct SBCCOG staff supporting the SBFN Working Group and developing the Tech Talk education series. Coordinate the SBFN applications with the California Broadband Council, the California Department of Technology, the California Emerging Technology Fund, and the California Advanced Services Fund. Evaluate becoming certified as a Broadband Consortium. Submit comments on the Broadband For All Action Plan and its continuing development.

Continue with applications development with South Bay Cities including but not limited to those involving transportation, GIS, economic development, telework, telemedicine, distance education and e-government. Continue working with South Bay Fiber Network partner including South Bay Workforce Investment Board and Beach Cities Health District.

Develop education materials for various audiences, update Smart City Report as appropriate, pursue funding opportunities as they arise and pursue related initiatives at the request of the SBCCOG Executive Director.

The total cost will not exceed \$25,000. This Task Order will terminate with the Master Agreement on December 31, 2022.

Exhibit C – Task Order #3

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

The South Bay Cities Council of Governments (SBCCOG) is applying for funding from SCAG under the Regional Early Action Program. The Siembab Corporation will be the Project Manager for this program when it is approved by SCAG. Amount of compensation to be determined by the program when it is approved and will be in an amendment to this contract.

This task expires with the Master Agreement on December 31, 2022.

**SBCCOG Board of Directors' Meeting
Thursday, November 19, 2020 @ 6:00 pm
Conducted Via Zoom**

PUBLIC COMMENTS:

To address the SBCCOG Board of Directors on any agenda item or a matter within the Board of Directors' purview, please provide written comments by 5:00 pm, November 19, 2020 via email to natalie@southbaycities.org. All written comments submitted will become part of the official record. Unless otherwise noted in the Agenda, the Public can only provide written comment on SBCCOG related business that is within the jurisdiction of the SBCCOG and/or items listed on the Agenda which will be addressed during the Public Comment portion of the meeting (Item #V).

ACCESSING THE MEETING:

Receive Zoom meeting credentials in advance of the meeting by using the below link:
https://scag.zoom.us/meeting/register/tJlId-uorDsghEYyjlRrAPN_G-rVEpc0Lrw

OR

To access the Zoom meeting, visit <https://zoom.us/join> or call (669) 900-6833 and use Meeting ID: 968 020 200; Passcode: 398836

DRAFT AGENDA

- I. **CALL TO ORDER (6:00 PM)**
Olivia Valentine, Chair
- II. **VERIFY QUORUM**
- 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. **October Board Meeting Minutes (attachments) – Approve**
 - B. **Additional Subregional Transportation Funds for the Torrance Transit Park & Ride Terminal Project (attachment) – Approve**
 - C. **Extension of Agreement with City of Inglewood (attachments) – Approve**
 - D. **Contract with McGowan Consulting, LLC (attachment) – Approve**
 - E. **Contract with Siembab Corporation (attachment) – Approve**
 - F. **SBCCOG Project List Submittal to SCAG for REAP funding (attachment) - Approve**
 - G. **Monthly Reports – Receive and File**
 1. **South Bay Environmental Services Center Report (attachment)**
 2. **Transportation Report (attachment)**

3. Reports from Outside Agencies (*attachments for each at end of the agenda*)

- VII. **PRESENTATIONS** – (all prepared presentations will be posted @ www.southbaycities.org)
- A. Volunteers to 6:15
 - B. Former chairs to 6:25
 - C. Balance Energy Presentations 6:30 – 7:15 (10 min on each side – 2 min. rebuttals – Q & A) – Possible action
- VIII. **TRANSPORTATION REPORTS** (7:15 pm)
- A. Metro Report - Board member James Butts/Mike Bohlke/Steve Lantz
 - B. Transportation Committee report – Christian Horvath
- IX. **SBCCOG PROGRAM ACTION ITEMS, REPORTS AND UPDATES** (7:25 pm)
- A. Consultant Contract for General Assembly logistics – **APPROVE**
 - B. Advocacy re: housing legislation
 - C. South Bay Fiber Network
 - D. Local Travel Network
 - E. Senior Services
 - F. Homeless Services
 - G. Police Operations and Public Safety in the South Bay
 - H. Other
- X. **AGENCY REPORTS** (7:40 pm)
- NOTE: Oral reports will only be made to clarify or amplify written attachments**
No Attachments received)
- A. League of California Cities & La Division Legislative Committee (Bea Dieringer & Jeff Kiernan)
 - B. SCAG Committees
 - i. SCAG Regional Council (Drew Boyles, Mark Henderson, James Gazeley)
 - ii. SCAG Community, Economic, & Human Development (Mark Henderson, Drew Boyles, Frank Zerunyan & Mark Waronek)
 - iii. Energy and Environment (vacant)
 - iv. Transportation (James Gazeley)
 - C. South Bay Workforce Investment Board (Chris Cagle)
 - D. Metro Service Council Report by Don Szerlip
 - E. Air Quality Management District (Judy Mitchell, Joe Buscaino & Denny Shaw)
 - F. Santa Monica Bay Restoration Commission (Bill Brand/Kenneth Kao)
 - G. Stormwater Funding
 - 1. CCCA/LCC Stormwater Funding Options Committee (Hany Fangary)
 - H. South Bay Association of Chambers of Commerce (Olivia Valentine)
 - I. South Bay Aerospace Alliance (Olivia Valentine/Rodney Tanaka)
 - J. KHHR (Hawthorne Airport) Committee re: Community Impacts (Olivia Valentine)
 - K. California Association of Councils of Governments - CALCOG (Britt Huff)
- XI. **UPCOMING EVENTS & ANNOUNCEMENTS**
- XII. **ADJOURNMENT**

Next Board meeting - Thursday, January 28, 2021

HAPPY HOLIDAYS!!